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Amazon Logistics, Inc.

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:  SCOOBEEZ, et al. <sup>1</sup> ,  Debtors and Debtors in Possession.	Case No. 2:19-bk-14989-WB Jointly Administered: 2:19-bk-14991-WB, and 2:19-bk-14997-WB  Chapter 11
SCOOBEEZ, INC.,  Plaintiff  v.  AMAZON LOGISTICS, INC.,  Defendant.	Adv. No. 2:19-ap-01456-WB  <b>AMAZON LOGISTICS, INC.'S OPPOSITION TO APPLICATION FOR TEMPORARY RESTRAINING ORDER AND DECLARATIONS OF JAMES WILSON AND RICHARD W. ESTERKIN IN SUPPORT THEREOF</b>  Date: October 28, 2019 Time: 2:00 P.M. Place.: United States Bankruptcy Court Edward Roybal Federal Building 255 E Temple St., Ctrm 1375 Los Angeles CA 90012

<sup>1</sup> The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: Scoobeez (6339); Scoobeez Global, Inc. (9779); and, Scoobur, LLC (0343). The Debtors' address is 3463 Foothill Boulevard, in Glendale, California 91214.

Defendant Amazon Logistics, Inc. (“**Amazon Logistics**”) respectfully submits the following opposition to Plaintiff Scoobeez, Inc.’s motion for a temporary restraining order herein:

1. The present motion seeks a temporary restraining order enjoining Amazon Logistics from taking certain actions that it has purportedly threatened to take because those actions would violate the automatic stay. If for no other reason, the motion should be denied because the requested relief is redundant. The automatic stay is an injunction that automatically comes into effect upon the filing of a bankruptcy petition. Accordingly, there is already an injunction in place that precludes Amazon Logistics from violating the automatic stay, i.e., the automatic stay itself. Scoobeez, Inc. (“**Scoobeez**”) fails to provide any reason why any additional relief is required.

2. The present motion is predicated upon a made up threat to violate the automatic stay based upon snippets from an October 16, 2019 e-mail taken out of context.<sup>2</sup> If one reads the e-mail in its entirety, the e-mail states that Amazon Logistics intends to act under three circumstances.

(a) First, with the consent of Scoobeez pursuant to the terms of a separation agreement with Scoobeez. There is no separation agreement. Hence, no threat that Amazon Logistics would act pursuant to a separation agreement. Further, action taken with Scoobeez’s consent under the proposed separation agreement could not possibly violate the automatic stay.

(b) Second, following a sale of Scoobeez’s assets to a buyer that included an assignment of the Amazon Logistics contract (the “**Contract**”). Following such a sale, the Contract would no longer be property of Scoobeez’s bankruptcy estate and any action that Amazon Logistics took pursuant to the Contract could not possibly violate the automatic stay.

(c) Third, the e-mail states that “In the event that a sale including an assumption and assignment of the Amazon/Scoobeez contract is approved by the Court over Amazon’s objection, whether or not the sale closes, Amazon will begin reducing Scoobeez’s routes.” The e-mail is silent as to whether the route reduction would proceed in the absence of Amazon Logistics seeking relief from the automatic stay (or an order that the automatic stay does

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<sup>2</sup> Exhibit C, at pages 46-47 of the motion.

1 not apply). To that end, concurrently with the filing of this opposition, Amazon Logistics has  
2 filed a motion with this Court seeking that relief.

3 In sum, there is nothing in the e-mail upon which this motion is based that suggests that Amazon  
4 Logistics would violate the automatic stay. For that reason alone, the present motion should be  
5 denied.

6 3. The motion seeks relief with respect to three purportedly threatened acts: (a)  
7 exercise of Amazon Logistics' right to terminate the Contract on 30 days' notice; (b) Amazon  
8 Logistics reducing the number of routes assigned to Scoobeez; and (c) Amazon Logistics  
9 informing Scoobeez's drivers that Amazon Logistics intends to terminate its relationship with  
10 Scoobeez to "poach" those drivers. Each of those allegations is addressed below.

11 4. The October 16, 2019 e-mail has one sentence regarding Amazon Logistics'  
12 exercise of its termination right: "If the sale does in fact close without a separation agreement,  
13 then upon closing, Amazon will immediately exercise its right to terminate the Amazon/Scoobeez  
14 contract." As stated above, once the sale closes, the automatic stay would no longer restrain  
15 Amazon Logistics from exercising its termination right. Thus, there is nothing in the e-mail, or in  
16 any of the declarations filed in support of the motion, that suggests that Amazon Logistics intends  
17 to exercise its termination right while the Contract remains property of the Scoobeez bankruptcy  
18 estate.<sup>3</sup>

19 5. There is no evidence that Amazon Logistics has had any inappropriate contact  
20 with Scoobeez's drivers or that there has been an exodus of Scoobeez drivers. In fact, by filing  
21 the present adversary proceeding and motion, Scoobeez has likely self-inflicted the damage that  
22 the present motion purports to have been filed to avoid. By filing the present adversary  
23 proceeding and motion, Scoobeez has created a public record that Amazon Logistics intends to  
24 sever its relationship with Scoobeez. Since many, if not all, of Scoobeez's employees are  
25 creditors, they are undoubtedly following the court filings and will learn through Scoobeez's own  
26 filings that, whether or not Scoobeez's assets are sold, Amazon Logistics has determined to sever

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28 <sup>3</sup> Rather than burdening the Court with unnecessary motion practice, Amazon Logistics sought to reach a  
consensual separation agreement with Scoobeez prior to seeking relief from the Court.

1 its relationship with Scoobeez and Scoobeez's view of the consequences of that decision on  
2 Scoobeez's continued ability to operate. That fact will now likely spread of its own accord, in an  
3 uncontrolled manner, rather than in a coordinated message that would have been communicated  
4 jointly by Amazon Logistics and Scoobeez, had Scoobeez agreed to enter into the proposed  
5 separation agreement.

6 6. Moreover, Amazon Logistics' proposed joint communication with Scoobeez  
7 would have benefitted Scoobeez's employee drivers by mitigating the potential economic harm of  
8 a reduction in Scoobeez's business by informing them of the opportunity to seek employment  
9 after the termination of the Amazon Logistics-Scoobeez Contract and by ensuring they received  
10 all notices (*e.g.*, WARN and similar state statutes) that Scoobeez is legally required to provide.  
11 The proposed communication plan also would have benefitted Scoobeez by providing it ample  
12 time to issue any legally required notices and by mitigating the risk that Scoobeez's employees  
13 resign before the termination of the Contract, acting on incomplete information regarding the  
14 details of the Contract's termination and their potential opportunities with other delivery service  
15 providers. *See* Declaration of James Wilson ¶¶ 7(a) and 10.

16 7. Amazon Logistics does not believe that reducing the number of routes assigned to  
17 Scoobeez would violate the automatic stay. Tellingly, the motion does not place the Contract into  
18 evidence or quote from the Contract. The Contract is explicit:

19 You acknowledge and agree that Amazon makes no promises or  
20 representations whatsoever as to the amount of business that you  
21 can expect at any time under these Terms, whether before or after  
any Work Order becomes binding on you.

22 Delivery Provider Terms of Service ("**Terms**") at ¶ 1(c). Thus, the present motion attempts to  
23 utilize the automatic stay in order to create a right to obtain Amazon Logistics' business that does  
24 not otherwise exist. The automatic stay cannot be used in this fashion. *In re Tudor Motor Lodge*  
25 *Associates, LTD. Partnership*, 102 B.R. 936, 954 (Bankr. N.J. 1989) ("The rights of the creditor  
26 are frozen, but not changed.").

27 8. The sole case cited by Scoobeez in support of its request for this extraordinary  
28 relief is *In re Ernie Haire Ford, Inc.*, 403 B.R. 750 (Bankr. M.D. Fla. 2009). In that case, a

chapter 11 automobile dealer had contracts with automobile finance companies pursuant to which the dealer could tender automobile purchase agreements to the finance companies for purchase by the finance companies. “Soon after the filing of the bankruptcy, the Auto Finance Companies terminated their individual Contract Purchase Agreements with Ernie Haire Ford, without seeking relief from the stay, on the basis that the Contract Purchase Agreements were non-assumable contracts to extend financial accommodations.” 403 B.R. at 752. The court rejected the finance companies’ argument that they were free to exercise their rights under the contracts’ terminable at will provisions, holding that “under Florida law, a terminable at will provision can only be exercised in good faith in accordance with the parties’ reasonable commercial expectations.” and that the terminations were not in good faith as “the only reason for the termination was the filing of the Debtor’s chapter 11 bankruptcy.” 403 B.R. at 753 and 754. The finance companies also argued that they were free to “functionally” terminate the contracts by declining to purchase all of the automobile purchase agreements tendered to them by the debtor. The court rejected that argument, once again relying upon the covenant of good faith and fair dealing as applied under Florida law. “Additionally, the implied covenant of good faith and fair dealing likewise applies to the Auto Finance Companies’ exercise of discretion in this context, and the rejection of every Consumer Contract produced by Ernie Haire Ford without regard to the merits of the individual transaction is a violation of that implied covenant.” 403 B.R. at 760.

9. *Ernie Haire* is distinguishable from the present case in two respects. First, according to the moving papers, Amazon Logistics determined to sever its relationship with Scoobeez in October 2019, six months after Scoobeez filed its chapter 11 petition. Having continued its relationship with Scoobeez for six months after Scoobeez filed its chapter 11 petition, there is no evidence that Amazon Logistics’ decision was based upon the chapter 11 filing, in contrast to the auto finance companies in *Ernie Haire*.

10. Second, the automatic stay protects the property rights of the bankruptcy estate. 11 U.S.C. § 362(a)(3). The *Ernie Ford* court concluded that, under Florida law, the debtor in that case had a property right to require the auto finance companies to consider each tendered auto purchase agreement in good faith. The Contract provides for the application of Washington, not

1 Florida, law. Terms, ¶ 11(f). Under Washington law, “The implied duty of good faith is  
2 derivative, in that it applies to the performance of specific contract obligations. If there is no  
3 contractual duty, there is nothing that must be performed in good faith.” *Johnson v. Yousoofian*,  
4 84 Wash. App. 755, 762 (1966) (Internal citations omitted).<sup>4</sup> Here, the Contract is explicit that  
5 Amazon Logistics does not have a contractual duty to provide business to Scoobeez. As a result,  
6 under Washington law, there is no implied obligation to award Scoobeez routes in good faith and  
7 there is no property interest protected by the automatic stay.<sup>5</sup>

8 11. In sum, *Ernie Haire* does not support Scoobeez’s assertion that the automatic stay  
9 compels Amazon Logistics to provide any particular volume of business to Scoobeez, or any  
10 business at all, because there is no evidence that Amazon Logistics’ decision is based upon  
11 Scoobeez having filed its chapter 11 petition. Further, unlike the Florida law upon which the  
12 *Ernie Haire* court relied to find a protected property interest in the requirement that the auto  
13 dealer’s act in good faith, Washington law imposes no such limitation upon Amazon Logistics.

14 12. Although Scoobeez vociferously argues that Amazon Logistics has reduced its  
15 routes in order to sever the parties’ relationship, the evidence is to the contrary. The first page of  
16 Exhibit A to Scoobeez’s motion (page 30) compares the total routes awarded to Scoobeez for the  
17 weeks ending August 31, 2019 through October 19, 2019. That chart reflects that Scoobeez was  
18 awarded slightly in excess of 2,100 routes for the most recent week. That hardly constitutes an  
19 abandonment of Scoobeez by Amazon Logistics. The 2,100 routes is approximately midway  
20 between the number of routes awarded for the same week in 2017 (2,029) and 2018 (2,333).  
21 Also, the reduction in the number of routes between the prior week and the most recent week is  
22 consistent with reductions over the same period in the prior two years. Finally, page two of  
23 Exhibit A, which compares the monthly total number of routes awarded over a five month period  
24 of time reflects that, during October 2019, the number of routes awarded to Scoobeez declined by  
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27 <sup>4</sup> For the Court’s convenience, a copy of *Johnson* is attached hereto as Exhibit B.

28 <sup>5</sup> Although it had no duty to do so, for the reasons stated herein and in the accompanying declarations, Amazon Logistics has acted reasonably and in good faith.

1 less than 5%.<sup>6</sup> Scoobeez's own evidence demonstrates that Amazon Logistics continues to  
2 provide a significant number of routes to Scoobeez and that the variations in the number of routes  
3 reflected by that evidence is easily explainable by variations in the number of packages that  
4 required delivery, the presence of other delivery service providers at the stations at which  
5 Scoobeez operates, or the absence of sufficient numbers of Scoobeez drivers that prevented  
6 Amazon Logistics from awarding additional routes to Scoobeez.

7 13. The motion makes reference to a number of additional allegations that are either  
8 wholly unsupported by the evidence or irrelevant:

9 (a) The motion refers to "scorecards" rating Scoobeez's performance of its  
10 delivery obligations. As explained in the accompanying Declaration of James Wilson, Amazon  
11 Logistics' decision to sever its relationship with Scoobeez was based upon a number of other  
12 factors. As a result, the scorecards are not relevant.

13 (b) The motion contends, without any evidence, that Amazon Logistics  
14 knowingly allowed the Debtors to proceed with a sale process that was based, at least in part, on  
15 an expectation of ongoing business with Amazon. There is no evidence that Amazon was aware  
16 of Scoobeez's efforts to sell its assets or as to what, if anything, Scoobeez told prospective  
17 purchasers regarding its business relationship with Amazon. In fact, on May 13, 2019, Amazon  
18 Logistics sent an e-mail to its delivery service providers, including Scoobeez, reminding them  
19 that their contracts contained clauses requiring Amazon Logistics' consent to any transfer of their  
20 contracts with Amazon Logistics and providing an e-mail address at which to advise Amazon  
21 Logistics "of your intention to seek Amazon's approval." Had Scoobeez wished to provide  
22 Amazon Logistics with notice of its intention to sell its business, and solicit Amazon Logistics'  
23 views on any proposed transfer of the Contract, it should have communicated with Amazon  
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25 <sup>6</sup> It is unclear that the monthly route comparison chart (page 2 of Exhibit A) is comparing "apples to apples."  
26 The first page of Exhibit A contains data through the week of October 19, 2019. Thus, presumably, the  
27 monthly chart reflecting the number of routes awarded in October 2019 also only includes data through October  
28 19, 2019, i.e. more than a week prior to the end of the month. There is nothing to indicate whether the number  
of routes for October 2018 reflected on the second page of Exhibit A includes only routes awarded during the  
same 19 day period, or whether the chart is comparing data for the entire month of October 2018 to data for the  
first 19 days of October 2019, in which case the overwhelming likelihood is that there has actually been a year  
over year increase in the number of routes.

1 Logistics as described in the May 13, 2019 e-mail. It did not do so. As a result, Scoobeez has no  
2 one but itself to blame if it failed to obtain Amazon Logistics' views regarding its proposed sale  
3 during the sale process.

4 (c) The motion suggests, without any evidence, that Amazon Logistics'  
5 position is motivated by a desire to collect a pre-petition debt. As Scoobeez acknowledges,  
6 Amazon Logistics has vociferously objected to the assumption and assignment of the Contract. If  
7 Amazon Logistics was motivated by a desire to enforce Scoobeez's pre-petition obligations under  
8 the Contract, it would not have objected because, in order to assume and assign the Contract,  
9 Scoobeez would have been required to perform those pre-petition obligations. 11 U.S.C. §  
10 365(b). Also, assuming that Scoobeez's statement that the discontinuance of Amazon Logistics'  
11 business will cause Scoobeez to cease operating, Amazon Logistics' decision will have the effect  
12 of eliminating any possibility of Amazon Logistics obtaining any meaningful recovery on its pre-  
13 petition debt. Further, there is nothing in the motion that suggests that Amazon Logistics would  
14 change its position in the event that arrangements were made to pay Scoobeez's pre-petition  
15 debts.

16 14. Finally, injunctive relief is not appropriate when the injunction cannot be easily  
17 administered and enforced. Wright & Miller, *Federal Practice and Procedure*, § 2942.

18 (a) In this case, Scoobeez seeks an injunction regulating Amazon Logistics'  
19 communications with Scoobeez's drivers in order to prevent Amazon Logistics from "poaching"  
20 the drivers. Scoobeez has over 1,000 drivers. Drivers may determine to leave their employment  
21 with Scoobeez for a multitude of reasons. Assuming that this Court were to issue the requested  
22 injunctive relief, how is this Court going to determine whether there has been an impermissible  
23 communication that caused a particular Scoobeez driver to obtain other employment, as  
24 distinguished from the driver learning about Amazon Logistics' intention to sever its relationship  
25 with Scoobeez from some other source, including the present motion?

26 (b) Scoobeez also seeks an injunction requiring Amazon Logistics to continue  
27 to assign routes to Scoobeez. How many routes and over what period of time? What is the basis  
28 for whatever number Scoobeez may demand? It is certainly not in the language of the Contract.



1 How is this Court going to determine whether a variance in the number of routes assigned to  
2 Scoobeez is due to normal variations in supply and demand or the beginning of a purportedly  
3 impermissible functional termination of the Contract?  
4 The injunctive relief sought by Scoobeez is wholly impractical and impossible of enforcement.  
5 Thus, even were the Court otherwise inclined to issue injunctive relief, Scoobeez's motion should  
6 be denied on that basis alone.

7 15. For the foregoing reasons, Amazon Logistics respectfully requests that the Court  
8 decline to issue injunctive relief.

9 Dated: October 28, 2019

MORGAN, LEWIS & BOCKIUS LLP

11 By: /s/ Richard W. Esterkin  
12 Richard W. Esterkin  
13 Attorneys for Amazon Logistics, Inc.  
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**DECLARATION OF JAMES WILSON**

I, James Wilson, declare:

1. My job title is Senior Manager, Amazon Logistics. In that capacity, I am familiar with the engagement of delivery service providers (“DSPs”), such as Scoobeez, Inc. (“Scoobeez”), by Amazon Logistics, Inc. (“Amazon Logistics”) to deliver packages ordered from Amazon.com and related online sites.

2. In brief, Amazon Logistics and its affiliates contract with a variety of third parties to deliver products ordered on the Amazon.com website. For example, a customer may order four items but the U.S. Postal Service may deliver one package, UPS may deliver a second, an independent contractor may deliver the third, and a DSP, like Scoobeez, may deliver the fourth package.

3. As part the services provided by a DSP, the DSP picks up packages from one of many “delivery stations” located throughout the United States. All of the delivery stations from which Scoobeez picks up packages are serviced by multiple DSPs. Amazon Logistics contracts with hundreds of independent DSPs; Scoobeez is only one such DSP.

4. The number of routes any single DSP will handle varies greatly over time due to such factors as the number of packages ordered online, the number of packages to be delivered from a particular delivery station, the number of DSPs providing services at a particular delivery station, and the number of drivers a DSP employs and makes available to provide services.

5. On October 7, 2019, I participated in a telephone call with other Amazon Logistics representatives, Scoobeez representatives and counsel for Amazon Logistics and Scoobeez. During that call, Micah McCabe informed the Scoobeez personnel and Scoobeez counsel that Amazon Logistics had determined to sever its relationship with Scoobeez. During that call, Mr. McCabe gave two reasons for that decision. First, Amazon Logistics had become embroiled in multiple litigation matters as a result of Scoobeez’s alleged violation of various wage and hour laws. Contrary to its contractual obligations, Scoobeez had not defended or indemnified Amazon Logistics with respect to that litigation. That litigation has resulted in Amazon Logistics spending a considerable amount of money defending itself and resolving the litigation, as well as

1 consuming considerable administrative resources managing the litigation and responding to the  
2 plaintiffs' discovery requests. In addition, Mr. McCabe informed those on the phone call that the  
3 DSPs currently being considered for new contracts with Amazon Logistics have attributes that  
4 Scoobeez does not. Some of those corporate attributes include, for example, owners personally  
5 involved on a day-to-day basis with their employees providing services from a delivery station.  
6 On October 15, 2019, I repeated these reasons to Scoobeez representatives and Scoobeez counsel  
7 during another conference call.

8         6.       The statements at paragraph 11 of Mr. Weiss's declaration and paragraph 4 of Mr.  
9 Sheikh's declaration that the sole reason advanced for Amazon Logistics' decision to terminate its  
10 relationship with Scoobeez was Scoobeez's failure to defend and indemnify Amazon Logistics in  
11 connection with certain pre-petition litigation are incorrect.

12         7.       During the Oct. 7th conversation, Mr. McCabe went on to explain that Amazon  
13 Logistics wanted to enter into a "separation agreement" with Scoobeez that would have benefited  
14 both parties through a smooth transition as Amazon Logistics wound down its use of Scoobeez's  
15 services, would have provided Scoobeez with a significant monetary payment, and – as important  
16 – would have provided protections to Scoobeez's employee drivers to mitigate economic harm  
17 and to ensure they received all legally required notices from Scoobeez. The key features of the  
18 proposed separation agreement included:

19               (a)     A schedule for informing Scoobeez's drivers that Amazon Logistics was  
20 winding down its use of Scoobeez, communicated in an orderly fashion such that the economic  
21 impact on the drivers as a whole could be minimized (e.g., by informing them of the ability to  
22 seek employment with other DSPs) and the impact on Scoobeez's operations also would be  
23 minimized (e.g., by mitigating the risk of mass resignations). The schedule also contemplated  
24 that Scoobeez would timely provide its employees with the statutory notices to which they were  
25 entitled (if any), such as under the federal or any state WARN act; and

26               (b)     The payment to Scoobeez of in excess of \$1,000,000 in return for its  
27 cooperation in assuring a smooth transition of the business that Amazon Logistics had previously  
28 awarded to Scoobeez to other DSPs.

1 The effectiveness of the foregoing proposed separation agreement was conditioned upon the entry  
2 of an order of this Court approving the agreement and authorizing Scoobeez to perform its  
3 obligations under the agreement.

4 8. Scoobeez's application for a temporary restraining order contends that Amazon  
5 Logistics' decision to terminate the contract between Amazon Logistics and Scoobeez (the  
6 "Contract") was intended to facilitate the collection of Scoobeez's pre-petition debts to Amazon  
7 Logistics. This is incorrect. As noted above, the decision was based, in part, upon a desire to  
8 avoid becoming embroiled in further litigation regarding Scoobeez's business practices. In fact,  
9 had Amazon Logistics been concerned with collecting the pre-petition amounts owed to it, it  
10 would have consented to the assumption and assignment of the Contract, which would have  
11 required the payment in full of those obligations. Further, the proposed, but not accepted by  
12 Scoobeez, separation agreement contained a release by Amazon of those claims.

13 9. Ultimately, Scoobeez and Amazon Logistics were not able to agree upon the terms  
14 of a separation agreement. As a result, on October 24, 2019, Amazon withdrew its then pending  
15 offer to enter into a separation agreement.

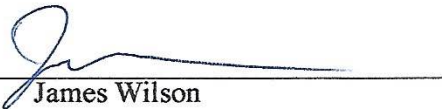
16 10. Scoobeez's application for a temporary restraining order in this case suggests that  
17 Amazon Logistics intends to contact Scoobeez's drivers to "poach" those drivers. That is not  
18 correct. First, Amazon Logistics attempted to obtain Scoobeez's cooperation regarding  
19 communications to Scoobeez's drivers. Those communications would be led by Scoobeez and  
20 include an announcement that (a) the relationship between Scoobeez and Amazon Logistics  
21 would be terminating on a date certain, and (b) the drivers would have the opportunity to seek  
22 employment with other DSPs. One reason for such communications is to mitigate the risk of  
23 Scoobeez's drivers resigning prematurely from Scoobeez. In Amazon's experience, drivers are  
24 more likely to remain employed with a departing DSP and find new employment with another  
25 DSP (and therefore lose less wages overall) if the foregoing information is communicated at the  
26 same time as the drivers learn the DSP/Amazon relationship is ending. The drivers also  
27 appreciate being "kept in the loop" and being able to connect with other potential employers (e.g.,  
28 other DSPs) to plan for the future. That said, because Scoobeez has refused to enter into the

1 proposed separation agreement, Amazon Logistics will not be contacting Scoobeez's drivers to  
2 communicate the above information.

3 11. On May 13, 2019, Amazon Logistics Compliance sent an e-mail to all of the DSPs  
4 then under contract with Amazon Logistics, including Scoobeez, reminding them that, if they  
5 wished to sell their Amazon-related business to a third party, they were required to obtain  
6 Amazon Logistics' consent. The e-mail provided Scoobeez (and other DSPs) an e-mail address  
7 with which to notify Amazon Logistics of its intention to sell its business. A true and correct  
8 copy of the foregoing e-mail is attached hereto as Exhibit 1.

9 12. I am responsible for the team monitoring the e-mail address provided to Scoobeez  
10 in the e-mail attached hereto as Exhibit 1. At no time has Scoobeez sent an e-mail to that e-mail  
11 address notifying Amazon Logistics of its intent to sell its business. Prior to being informed that  
12 Scoobeez had filed a motion to approve a sale of its assets to Hillair Capital Management LLC, I  
13 was not aware that Scoobeez was endeavoring to sell its business, including the Contract, to a  
14 third party.

15 I declare under penalty of perjury that the foregoing is true and correct and that this  
16 declaration was executed at Cary, North Carolina on October 28, 2019

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**DECLARATION OF RICHARD W. ESTERKIN**

I, Richard W. Esterkin, declare:

1. I am an attorney at law, duly admitted into practice before all courts for the State of California and the United States District Court for the Central District of California. I am a member of the law firm of Morgan, Lewis & Bockius LLP, counsel for Amazon Logistics, Inc. (“Amazon Logistics”) in the above referenced matter.

2. I believe that, because Scoobeez, Inc. (“Scoobeez”) does not have a property interest under its contract with Amazon Logistics to be assigned any particular number of routes, or any routes at all, Amazon Logistics is not precluded from altering the number of routes assigned to Scoobeez by the automatic stay. Prior to the filing of the current application for a temporary restraining order, Scoobeez had not taken the position that a unilateral reduction by Amazon would violate the automatic stay. Now that Scoobeez has taken that position, Amazon Logistics has filed a motion seeking an order determining either than the automatic stay does not preclude Amazon Logistics from reducing the number of routes assigned to Scoobeez, or modifying the automatic stay to permit Amazon Logistics to reduce the number of routes assigned to Scoobeez in Amazon Logistics’ sole and absolute discretion.

3. The first time that I had any notice that Scoobeez was attempting to sell its business was on August 29, 2019, when I received an e-mail from Ashely McDow, counsel for Debtors, requesting that I participate in a telephone call with her to discuss a bidding procedures motion that she contemplated filing that evening.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Santa Monica, California on October 28, 2019

/s/ Richard W. Esterkin  
Richard W. Esterkin

**CERTIFICATE OF SERVICE FORM  
FOR ELECTRONIC FILINGS**

I hereby certify that on October 28, 2019, I electronically filed the foregoing document,  
**Amazon Logistics, Inc.'s Opposition to Application for Temporary Restraining Order and  
Declarations of James Wilson and Richard W. Esterkin in Support Thereof**, with the Clerk  
of the United States Bankruptcy Court, Central District of California, Los Angeles Division,  
using the CM/ECF system, which will send notification of such filing to those parties registered  
to receive notice on this matter.



Renee Robles

# **EXHIBIT A**



**DECLARATION OF VANESSA DELANEY**

I, Vanessa Delaney, declare:

1. I am employed by Amazon Logistics, Inc. as a Contractor Relations Principal. As a result, I am familiar with the contractual relationship between Amazon Logistics, Inc. (“Amazon”) and Scoobeez, Inc. (“Scoobeez”).

2. The contractual relationship between Amazon and Scoobeez is documented in two agreements: a Delivery Provider Terms of Service Work Order (the “Work Order”) and a Delivery Service Provider Terms of Service, which is incorporated into the Work Order, (the “Terms”). Copies of the Work Order and Terms are attached hereto as Exhibits 1 and 2, respectively.

3. The distribution points from which Scoobeez is to receive materials from Amazon for delivery are set forth in Schedule B to the Work Order. The fees payable to Scoobeez for its delivery services from the various distribution points are set forth in Exhibit C to the Work Order. Over time, both the distribution points and the fees varied. As a result, there are 18 amendments to the Work Order that document those changes. Attached hereto as Exhibits 3 through 20 are copies of the foregoing amendments.

4. As of September 6, 2019, Amazon and Amazon.com, Inc. had been named as defendants in at least three lawsuits in which the plaintiffs contended that Scoobeez had violated various labor laws and that each of Amazon and Amazon.com, Inc. were liable to them as “co-employers” with Scoobeez:

(a) *Jassim Addal v. Amazon.com, Inc., et al.*, Los Angeles County Superior Court Case No. BC719783;

(b) *Unta Key, et al. v. Scoobeez, et al.*, San Diego County Superior Court Case No. 37-2017-00018285, consolidated with Case No. 37-2017-0039527; and

(c) *Bennie Hamilton v. Scoobeez, Inc., et al.*, Los Angeles County Superior Court Case No. BC669835.

5. To date, Scoobeez has not provided Amazon or Amazon.com, Inc. with a defense in the foregoing litigation or indemnified them with respect to the plaintiffs’ claims. To date,

1 Amazon and Amazon.com, Inc. have incurred defense costs in connection with the foregoing  
2 litigation and have not been reimbursed by Scoobeez for those costs.

3 I declare under penalty of perjury that the foregoing is true and correct and that this  
4 declaration was executed at Hoboken, New Jersey on September 30, 2019.

DocuSigned by:

Vanessa Delaney  
Vanessa Delaney

# EXHIBIT 1

## Delivery Provider Terms of Service

### Work Order

This Work Order (this “Work Order”) is effective as of September 2, 2015 (“Work Order Agreement Date”), and is made a part of the Delivery Provider Terms of Service (as the same may be amended, modified or supplemented from time to time, the “Terms”) between Amazon Logistics, Inc. (“Amazon”), and Scoobeez, Inc., a California corporation (“you”). By accepting this Work Order, you (a) agree to be bound by all terms and conditions of this Work Order, and (b) represent and warrant that you have legal authority to enter into and perform your obligations under this Work Order. This Work Order incorporates the terms and conditions of each Schedule attached to this Work Order (including the policies set forth on Schedule A to this Work Order (the “Policies”). Please see the Terms for definitions of certain capitalized terms used in this Work Order.

1. **Services.** Services under this Work Order will commence on the Work Order Agreement Date, and this Work Order will be subject to the same termination rights set forth in the Terms. Deliverables may be tendered by Amazon or its designees from delivery stations, sort centers, fulfillment centers, and/or other distribution points (including merchant locations) (collectively, the “Distribution Points”) and accepted by you Monday through Sunday, 365 days a year, at times and days designated by Amazon. The initial Distribution Points at which Deliverables will be tendered are set forth on Schedule B to this Work Order. Amazon and you may from time to time and at any time update the Distribution Points set forth on Schedule B to this Work Order. Deliveries of Deliverables are to be made on the same day they are tendered to you and within the delivery time window specified by Amazon. You will perform the Services in accordance with the Policies and with any standard operating procedures (including those relating to check-in and loading of Deliverables at Distribution Points and the delivery of Deliverables to Amazon customers) that are agreed between Amazon and you from time to time.

2. **Service Areas.** Deliverables will be delivered within the geographic areas serviced by the Distribution Points set forth on Schedule B to this Work Order, as updated from time to time by Amazon and you.

3. **Fees Payable by Amazon.** The Fees for Services set forth on Schedule C to this Work Order are the rates and charges to be charged to and paid by Amazon in consideration of the Services furnished by you.

4. **Insurance.** You will, at all times during which you provide the Services and for at least two years after all Services are completed, carry, at your expense: (a) “Commercial General Liability” insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate (or such other amounts approved by Amazon in writing); (b) “Business Automobile Liability” insurance (also known as ‘motor fleet’ insurance) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (or such other amount approved by Amazon in writing); (c) “Worker’s Compensation” insurance, including but not limited to coverage for all costs, benefits and liabilities under workers’ compensation and similar Laws that may accrue in favor of any person employed by you in all states where you perform Services, and “Employer’s Liability” insurance with a limit of not less than \$1,000,000

(or such other amount approved by Amazon in writing); and (d) “Cargo Legal Liability” insurance, or similar coverage, with limits sufficient to cover your liability under Section 6 (Claims for Loss or Damage) of the Terms, but in no event less than \$25,000 per loss (or such other amount approved by Amazon in writing). You may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that results in the same protection to you and Amazon insured parties. You may self-insure for workers’ compensation where allowed by applicable Law. Each of your insurance policies must: (u) be issued by companies with a rating of A-/VII or better in the current Best’s Insurance Reports published by A.M. Best Company, Inc.; (v) provide that the coverage limits will not be reduced below the minimum amounts required by this paragraph and such policy will not be canceled or allowed to expire without at least 30 days’ prior written notice from the insurance carrier to Amazon; (w) for (a) and (b) above, name Amazon and its Affiliates, and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents as additional insureds with the standard separation of insureds provision or an endorsement for cross-liability coverage; (x) provide coverage on an occurrence basis; (y) waive any insurer right of subrogation against Amazon and its Affiliates and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents, where allowed by applicable Law; and (z) provide primary coverage, without any right of contribution from any other insurance that Amazon or any of its Affiliates may have.

5. **Audit Rights.** Upon 72 hours’ advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, review your records relating to the Terms, the Program Policies, this Work Order or your performance of the Services under this Work Order. Upon 24 hours’ advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, perform an on-site visit of your delivery operations or conduct “ride-along” observations of your Personnel performing the Services (each, a “Ride-Along Observation”); provided, that, without your consent, (a) during the first week of providing the Services under this Work Order, Amazon will conduct no more than one Ride-Along Observation per day, and (b) after the first week of providing the Services under this Work Order, Amazon will conduct no more than four Ride-Along Observations per month. If any review establishes that there has been any noncompliance by you or overpayment by Amazon, you will promptly cure the non-compliance and/or refund the overpayment, as applicable, and will bear all expenses in connection with the review, all without limiting any other rights or remedies that may be available to Amazon. Also, upon 24 hours’ advance written notice, Amazon may, during normal business hours and at the expense of Amazon, inspect any of the processes, procedures, or systems related to your delivery operations.

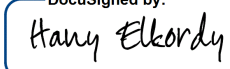
6. **Personnel Performing Services.** You agree that you and all of your Personnel that perform the Services will satisfy the criteria set forth in the Policies and on Schedule F to this Work Order.

7. **Notices to Amazon.** Notices to Amazon under this Work Order or the Terms may be provided by (a) facsimile transmission to 206-266-2009, or (B) nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to Amazon Logistics, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, Attention: General Counsel.

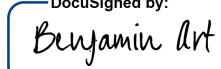
[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Work Order.

**Amazon Logistics, Inc.**

DocuSigned by:  
  
By: 22B0D26606204EE...  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: August 18, 2015

**Scoobeez, Inc.**

DocuSigned by:  
  
By: 9TD0B756FE7A4DA...  
Name: Benjamin Art  
Title: CEO  
Date Signed: August 17, 2015

[Signature Page to Work Order]

## **Schedule A**

### **Policies**

#### **Your Personnel; No Subcontractors.**

Except as otherwise provided in this Work Order, (a) you will hire and employ all drivers, cyclists, walkers, and other Personnel who are assigned by you to perform the Services under this Work Order, and (b) you will not engage subcontractors to perform the Services without the prior written consent of Amazon.

**Schedule B**

**Distribution Points**

1. UCA3 – Los Angeles, CA
2. UCA4 – Irvine, CA
3. UCA5 – Los Angeles, CA



## Schedule C

### Fees Payable by Amazon

#### Prime Now

Distribution Point	Duration of Planned Route	Fees for Services (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Total (per Planned Route)
UCA3, UCA4, and UCA5	4.5 hours	\$81.00	\$5.00	\$86.00
	6.5 hours	\$124.00	\$5.00	\$129.00
	8.5 hours	\$167.00	\$5.00	\$172.00
	10.5 hours	\$210.00	\$5.00	\$215.00

For a period of three weeks commencing on the date on which you perform your first Planned Route under this Work Order, you will be permitted to engage independent contractors to perform the Services. Thereafter, unless you obtain prior written consent from Amazon to the contrary, you will hire and employ all drivers, cyclists, walkers, and other Personnel who are assigned by you to perform the Services under this Work Order. Notwithstanding the existence or terms of any subcontract, you will remain responsible for the full performance of the Services in accordance with the Terms and this Work Order. The terms and conditions of this Work Order and the Terms are binding upon you, your Affiliates and your and their respective Personnel. You will (a) ensure that such entities and individuals comply with this Work Order and the Terms, and (b) be responsible for all acts, omissions, negligence and misconduct of such entities and individuals. You will also ensure that all of your independent contractors effectively and irrevocably waive any lien upon (or other right with respect to) the Deliverables transported, regardless of whether such independent contractor would otherwise be entitled to such lien or other rights under contract or applicable Law, and waive any claim (including for amounts owed for delivery services) against Amazon, its Affiliates and any recipient. Without in any way limiting your obligations or Amazon's rights under Section 9 (Indemnification) of the Terms, if any of your independent contractors asserts any claim, demand, suit, or action (an "IC Claim") against Amazon or any of its Affiliates and you are then undergoing any bankruptcy proceeding, then Amazon may at its sole discretion, but is not obligated to, defend or settle such IC Claim at your cost and expense; provided, that, for the avoidance of doubt, if Amazon incurs or pays any loss, damage, settlement, cost, expense or any other liability (including reasonable attorneys' fees) relating to such IC Claim, Amazon may set off such amounts in full against any amounts Amazon owes to you or demand immediate full reimbursement from you.

## **Schedule D**

### **Uniform Specifications**

#### **Uniform Shirt and Jacket:**

To be determined from time to time by Amazon.

#### **Uniform Pants or Shorts:**

To be determined from time to time by Amazon.

#### **Uniform Hat:**

To be determined from time to time by Amazon.

## **Schedule E**

### **Vehicle Branding Specifications**

Upon a request from Amazon, you agree to make available for branding by Amazon any and all Vehicles that will be used to provide Services under this Work Order. If required by Amazon, such Vehicles must be branded before they are used to provide Services under this Work Order. Unless Amazon agrees otherwise, Vehicles that display Amazon branding will be dedicated exclusively to the Services and will not be used for any other purpose.

## **Schedule F**

### **Delivery Personnel Criteria**

#### **Minimum Delivery Personnel Requirements**

All of your delivery Personnel must satisfy the following requirements:

- Must possess valid driver's license of the type required by Law to operate applicable Vehicles and transport applicable Deliverables
- Minimum age: 21
- Minimum six months of verifiable experience in like Vehicle within last three years
- No DUI/DWI within five previous years
- No major preventable collisions within three previous years
- Maximum of two non-serious moving violation convictions or preventable minor collisions or any combinations thereof in a commercial or personal vehicle within previous three years
- No driver's license suspensions within previous three years relative to a moving violation in a commercial or personal vehicle
- Pass a drug and alcohol screening test
- Pass a background verification (described further below)
- Verify competency in critical skill areas for the specific driving position

#### **Background Verification**

You will require each applicant to provide a Social Security Number ("SSN") or equivalent unique identifier, and will conduct a SSN search confirming that the supplied SSN is valid and that it correctly identifies the applicant. The SSN search ("SSN Search") must include:

1. An identification of aliases via SSN search results; and
2. A search by all aliases (including those provided by SSN search and those supplied by applicant) when conducting each criminal records search.

You will conduct:

1. a search of the National Criminal Database and a search in each county and corresponding federal district, if any, in which a criminal history is identified by the National Criminal Database search;
2. a federal crimes search of all federal districts in which the applicant has lived within the past seven years (as determined by a self-report and the SSN search);
3. a felony and misdemeanor search of all county courts in which the applicant has lived in the past seven years (as determined by a self-report and the SSN Search); provided, that for former addresses located within AL, AK, AR, CO, CT, DE, DC, ID, MD, MN, NE, NJ, NM,

NY, NC, ND, OR, RI, SD, UT, WA, and WI only, a “statewide” search is permitted in lieu of a county court search;

4. a search of the U.S. Department of Justice’s National Sex Offender Database and a search in each county and corresponding federal district, if any, in which a criminal history is identified by the National Sex Offender Database; and

5. a search of any relevant national governmental restricted or prohibited dealings lists, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

### **Criminal History Review**

Background checks should be adjudicated on a case by case basis using your best judgment to protect Amazon’s and your respective employees, customers, data, and property. The factors listed below can help the decision-making process:

- a) the nature of the job to be performed, including the job’s duties, identification of the job’s essential functions, the circumstances under which the job is performed, and the environment in which the job’s duties are performed;
- b) type of offense(s) or conduct;
- c) facts or circumstances surrounding the offense or conduct;
- d) number of offenses for which the individual was convicted;
- e) age at the time of conviction or release from prison;
- f) evidence that the individual performed the same type of work post-conviction;
- g) length and consistency of employment history before and after the offense or conduct;
- h) rehabilitation efforts;
- i) employment or character references; and
- j) whether the individual is bonded under a federal, state, or local bonding program.

## EXHIBIT 2

## **DELIVERY PROVIDER TERMS OF SERVICE**

(Last Updated: June 21, 2016)

These Delivery Provider Terms of Service (these “Terms”) contain the terms and conditions that govern your performance of the Services and constitute a legally binding agreement between the applicable Amazon Contracting Party or any of its Affiliates that enters into a Work Order under these Terms (“Amazon”), on the one hand, and you or the entity that you represent (“you”), on the other hand. These Terms take effect on the date when you click an “Agree” or similar button or check box presented with these Terms or, if earlier, when you begin to perform the Services (the “Effective Date”). By accepting these Terms, you (a) on behalf of yourself and the entity that you represent, agree to be bound by all terms and conditions of these Terms, and (b) represent and warrant that you have legal authority to bind the entity that you represent to these Terms. Please see Section 11 for definitions of certain capitalized terms used in these Terms.

### **1. Services.**

a. Work Orders. At Amazon’s request and as specified in one or more work orders that become binding on you (whether by executing the same or otherwise agreeing to the applicable terms, including pursuant to the functionality of the Site) (“Work Orders”), you will provide transportation, delivery and related services (whether on foot, by bicycle, by motor vehicle, or otherwise) (“Services”, as such term is further described in any Work Order) in accordance with the terms and conditions of these Terms, the Program Policies, and any performance standards set forth in each applicable Work Order. These Terms and the Program Policies govern each Work Order, and if you commence Services for Amazon in the absence of a Work Order, these Terms and the Program Policies will nevertheless apply.

b. Affiliates. Any Affiliate of the applicable Amazon Contracting Party may enter into Work Orders with you pursuant to these Terms, and with respect to such Work Orders, such Affiliate becomes a party to these Terms and references to Amazon in these Terms are deemed to be references to such Affiliate. Each Work Order is a separate obligation of the Affiliate of the applicable Amazon Contracting Party that is named in such Work Order, and neither the Amazon Contracting Party nor any other Affiliate of the Amazon Contracting Party has any obligation under such Work Order.

c. No Minimum Volume/No Exclusivity. You acknowledge and agree that Amazon makes no promises or representations whatsoever as to the amount of business that you can expect at any time under these Terms, whether before or after any Work Order becomes binding on you. Amazon may from time to time give volume, density, weight, product distribution or other projections to you, but such projections are speculative only and will not in any event give rise to any liability on the part of Amazon. The parties acknowledge and agree that Amazon may engage the services of other companies that may perform the same or similar services as those provided by you. These Terms do not obligate you to perform any Services unless and until a Work Order has become binding on you in accordance with Section 1.a.

**2. Personnel Performing Services; Relationship of the Parties; Transportation Authority; Vehicles; License of Equipment.**

a. Personnel Performing Services; Relationship of the Parties.

i. Each driver, cyclist, walker, and other Personnel provided by you to perform the Services will: (i) have such credentials (e.g., background investigation or references and drug screening), skills, training and expertise as are required by Law, the Program Policies and each applicable Work Order and otherwise be suitable and appropriate to perform the Services; and (ii) have satisfactorily completed your delivery person training program (as applicable) and any other vetting process that you have established prior to providing any Services to or on behalf of Amazon. You will not permit any of your Personnel who at any time fails to satisfy the requirements of this Section 2.a to provide Services directly or indirectly for or on behalf of Amazon. Further, upon receipt of a written notice (which may be by email) from Amazon specifying that any of your Personnel has failed to satisfy the requirements of this Section 2.a, you will not permit such Personnel to provide Services directly or indirectly for or on behalf of Amazon.

ii. You are an independent contractor of Amazon. As between Amazon and you, you have exclusive responsibility for your Personnel and exclusive control over your policies relating to wages, fees and other compensation, hours, and working conditions. You have the exclusive right to hire, engage, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with your Personnel. Your Personnel are not eligible to participate in any employee benefit plans or other benefits available to employees of Amazon or any of its Affiliates. Neither you nor any of your Personnel has any authority to bind Amazon or any of its Affiliates to any agreement or obligation.

b. Transportation Authority. During the Term (as defined in Section 8.a), you will obtain and maintain all motor carrier and other transportation related authorities, permits, and registrations with Governmental Authorities (including, without limitation, those relating to the transportation of alcohol products) as are required to perform the Services under these Terms, the Program Policies, and each applicable Work Order.

c. Vehicles. You will provide, operate, maintain and be responsible for, at your expense, all vehicles (including bicycles) required to perform the Services under these Terms, the Program Policies, and each applicable Work Order (each, a “Vehicle”, and collectively, the “Vehicles”), and you will keep the Vehicles in good working order in accordance with the manufacturer’s recommendations. You agree that, if required by Law, all such Vehicles will display any applicable registration numbers and will satisfy all applicable safety, speed, hours of service and other requirements imposed by Law.

d. License of Equipment.

i. As used in these Terms: (A) “Equipment” means, collectively, Hardware and Licensed Materials; (B) “Hardware” means handheld communication devices/scanners and all associated equipment furnished to you by Amazon, together with any related manuals and other



documentation; and (C) “Licensed Materials” means any software (including, without limitation, any scanning and delivery application), content or other information furnished to you (whether standalone or for use on Hardware, on devices owned by you, or otherwise) by Amazon, together with any related manuals and other documentation.

ii. Amazon grants to you, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Equipment in each country in which you provide the Services, solely for the purpose of performing the Services. You will provide all other equipment necessary for the performance of the Services at your own expense. You will not, in whole or in part: (A) copy the Equipment; (B) distribute copies of the Equipment or any part of the Equipment to any third party; (C) modify, adapt, translate, reverse engineer, make alterations to, decompile, disassemble or make derivative works based on the Equipment or any part of the Equipment; (D) rent, loan, sublicense, lease, distribute or attempt to grant other rights to the Equipment or any part of the Equipment to third parties; (E) permit remote access to the Equipment by any third party; or (F) use the Equipment other than to perform the Services. You will require all of your Personnel using the Equipment to attend the training specified by Amazon, including for updates and periodic refresher training. You will keep all Hardware in good repair, good operating condition and working order and in compliance with the manufacturer’s specifications and will furnish all Hardware to Amazon for maintenance, service and repair as specified by Amazon. You will not make any additions, attachments, alterations or improvements to Hardware without the prior written consent of Amazon. If any Hardware or part of any Hardware is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned without the express prior written consent of Amazon, you will promptly pay Amazon the full replacement cost of the Hardware, together with any incidental costs that are incurred by Amazon to replace the Hardware.

iii. AMAZON LICENSES THE EQUIPMENT TO YOU “AS IS” AND MAKES NO WARRANTIES OF ANY KIND REGARDING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, COMPONENTS OR WORKMANSHIP IN, THE EQUIPMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMAZON EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. AMAZON DOES NOT WARRANT THAT THE EQUIPMENT WILL MEET YOUR REQUIREMENTS OR WILL OPERATE UNINTERRUPTED, ERROR FREE OR PROVIDE ACCURATE, COMPLETE OR UP-TO-DATE INFORMATION. AMAZON WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR CLAIM CAUSED BY OR ATTRIBUTABLE TO ANY DEFECT OR DEFICIENCY IN ANY EQUIPMENT WHETHER ARISING OUT OF THE EQUIPMENT’S MANUFACTURE, DESIGN OR OTHERWISE.

iv. Amazon will defend and indemnify you from any loss, damage, cost, and expense (including reasonable attorneys’ fees and expenses) arising out of any claim, action or proceeding brought by a third party (each, a “Third-Party Claim”) alleging that your use of the Equipment as authorized under this Section 2.d infringes or misappropriates any third-party patent, copyright, trademark, trade secret or other intellectual property rights (collectively, “Third-Party Proprietary Rights”). Amazon will have sole control of the defense of any Third-Party Claim, and

you will cooperate (at Amazon's expense) with Amazon in the defense. Amazon's obligation to indemnify under this Section 2.d(iv) will not apply to the extent that any Equipment infringes or misappropriates any Third-Party Proprietary Rights as a result of (A) any modification of or to the Equipment made by you or any of your Personnel, (B) use of the Equipment by you or any of your Personnel other than as contemplated by this Section 2.d, or (C) the combination of the Equipment with other products or services.

3. **Fees.**

a. Amazon will pay you in accordance with the rate structure included in each applicable Work Order or that is otherwise agreed between the parties pursuant to the functionality of the Site. Except as provided in any Work Order or otherwise on the Site, the rate structure will not be subject to adjustment in the event that delivery volumes, number of stops, time per stop or between stops, distances traveled, labor or vehicle costs or any other forecast or assumption with respect to a Planned Route differs in any respect from the forecasts and assumptions used to set the rate structure set out in any Work Order or otherwise on the Site. Except as provided in any Work Order or otherwise on the Site, you will be entitled to no compensation or reimbursement of any expenses for performing the Services.

b. Amazon may (i) deduct from and offset against any amounts owing by Amazon to you under these Terms or any Work Order any sums payable by you to Amazon, or (ii) invoice you for such amounts due Amazon and you will pay Amazon invoiced amounts upon receipt of such invoice.

c. You acknowledge that, depending on the jurisdiction in which the Services are provided and the program to which the Services relate, an Amazon customer may be able during order checkout, at the customer's option, to provide that an e-tip be directed toward the delivery person and/or the persons responsible for fulfilling orders (the "Tips"). If applicable, Amazon will distribute to you all Tips collected in connection with applicable deliveries made by your Personnel, and you agree to distribute all such Tips to your Personnel in accordance with applicable Law.

4. **Invoicing.** Unless otherwise directed by Amazon, you will provide weekly invoices (at no charge) in a form acceptable to Amazon. Each invoice will include at least the following data in addition to any other itemized data reasonably requested by Amazon: service date, service type, number of Planned Routes per Service Area by shift (if applicable), and total cost. At Amazon's request, you will issue separate invoices for each account established under these Terms or any Work Order. The payment obligation under each invoice is a separate obligation of the account to which the invoiced Services were provided pursuant to the applicable Work Order, and no other account has any obligation under such invoice or Work Order. Amazon will pay, or cause to be paid, all undisputed portions of your properly submitted invoices within 30 days of receipt. Amazon has no obligation to pay, or cause to be paid, any fees or expenses invoiced more than three months after the applicable Services are performed, and you waive any claim for payment of amounts not invoiced within that three-month period. Amazon or its designee may conduct invoice audits to verify accuracy. Discrepant invoices will be rejected or short paid with appropriate

explanation of the discrepancy. The parties will use their commercially reasonable efforts to resolve any disputes promptly.

5. **Representations, Warranties and Covenants.**

a. You represent and warrant to Amazon that you are a legal business entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of your formation and that you have all requisite right, power and authority to enter into, and perform your obligations under, these Terms and each Work Order.

b. In addition to any compliance obligations set forth in these Terms, you are solely responsible for any and all obligations owed to your Personnel pursuant to applicable Law and for the management of your Personnel and promptly investigating and resolving all workplace complaints made by your Personnel.

c. You acknowledge that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with Governmental Authorities or the private sector. You will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption Laws. Amazon may immediately terminate or suspend performance under these Terms if you breach this Section. You will maintain true, accurate and complete books and records concerning any payments made by you to any other person or entity in connection with the performance of the Services, including any such payments made on behalf of Amazon. Amazon and its designated representatives may inspect your books and records to verify such payments and for compliance with this Section and the Code.

d. You will: (i) perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (ii) not violate or infringe any third party's right in proprietary or confidential information in performing the Services; (iii) comply with all Laws pertaining to the Services, including without limitation all Laws applicable to transport, health and safety; (iv) hold and comply with all applicable licenses and permits required by Governmental Authorities in performing the Services; (v) notify Amazon as soon as possible of any event or circumstance that impairs the safety of or delays delivery of Deliverables, and use an acceptable industry standard of care in the protection of the Deliverables; (vi) at all times have sufficient equipment, Personnel and resources available to perform the Services (and, in any case in which you believe, in your reasonable business judgment, that you do not have sufficient equipment, Personnel and resources available to perform the Services, you will immediately notify Amazon); (vii) comply, at your sole cost and expense, with any social compliance and product safety requirements specified by Amazon, including Amazon's Supplier Code of Standards and Responsibilities posted at <http://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=200885140> (collectively, "Compliance Requirements"), and permit, as requested by Amazon from time to time, Amazon's designee to audit your compliance with any Compliance Requirements, and you will implement any corrective actions required by Amazon resulting from such audits at your expense; and (viii) not have any lien on Amazon property or assets, including any Deliverables or

any documents relating to any Deliverables, and you waive all rights to any lien upon any shipment or related documents on behalf of yourself and any third party engaged by you.

e. **Hazardous Materials Notifications.** You will notify Amazon's dangerous goods compliance department (at the phone number or email address designated by Amazon for this purpose) promptly (and in any event within 24 hours) after you become aware of any (i) injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage, or any other accident or incident involving any product defined, designated, or classified as hazardous material, hazardous substance, or dangerous good (including limited and excepted quantities, consumer commodity, ORM-D, lithium batteries, and radioactive and magnetic materials) under any applicable Law and transported by you under these Terms (collectively, "**Hazardous Materials**"), (ii) event or circumstance involving Hazardous Materials that violates or is reasonably likely to violate any applicable Law, or (iii) investigation of any shipment containing Hazardous Materials by any governmental agency or authority.

6. **Claims for Loss or Damage.** You will be liable for Delay, loss or damage to Deliverables occurring while such Deliverables are in the care, custody or control of you and/or your Personnel in an amount equal to the actual cost of the Delayed, lost or damaged Deliverables, including the replacement cost of the Deliverables and direct costs associated with the original packaging, handling, and shipping (including the costs of packaging, handling and shipping the replacement). Claims for Delayed, lost or damaged Deliverables may be based upon Amazon's manifest, may be initiated electronically (including via email), and may be filed at any time within 120 days after the Deliverable was tendered to you. You will acknowledge all claims within 30 days of receipt and will process all claims to conclusion and pay or credit the applicable account within 60 days of receipt. You will cooperate with Amazon's loss prevention and investigative personnel in the conduct of investigations related to fraud, theft and other matters of mutual concern.

7. **Insurance.** You will, at all times during which you provide the Services and for at least two years after all Services are completed, carry, at your expense, the types of insurance and minimum limits of insurance, in each case, that are specified in the Program Policies, each applicable Work Order, or otherwise on the Site. You will submit certificates of insurance evidencing required insurance coverages to Amazon through the Site or by such other means specified by Amazon prior to the commencement of the Services and at each policy renewal thereafter. You consent to Amazon disclosing your certificates of insurance or other information to third parties for the purpose of verifying your compliance with this **Section 7.**

8. **Term and Termination.**

a. **Term and Termination.** The term of these Terms will begin on the Effective Date and will continue until terminated in accordance with this **Section 8.a** (the "**Term**"). Either party may terminate these Terms at any time, with or without cause, by providing the other party with 30 days' prior written notice. If the term of any Work Order extends beyond the Term, these Terms will survive for the purposes of that Work Order until the termination of that Work Order.

b. **No Damages for Termination.** Amazon will not be liable, on account of termination or expiration of these Terms, for loss of goodwill, prospective profits or anticipated orders. Unless

specifically provided in any Work Order, Amazon will not be liable, on account of termination of these Terms or any Work Order, for any expenditures, investments, leases or commitments made by you under these Terms or any Work Order or for any other reason. You acknowledge and agree that you have no expectation, and that you have not received any assurances from Amazon or any other person, that your business relationship with Amazon will continue beyond the Term.

c. Transition Assistance. In connection with the termination or expiration of these Terms or any Work Order for any reason, you will provide reasonable assistance to Amazon in order to enable and facilitate an orderly transition of the Services to Amazon or a third party designated by Amazon.

9. **Indemnification.**

a. You will defend, indemnify and hold harmless Amazon and its Affiliates and successors, and each of their respective directors, officers and employees (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) from any third-party allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys’ fees and expenses) arising out of or in connection with, (i) any allegation or claim of negligence, strict liability or misconduct of you or your Personnel, (ii) a breach of these Terms, the Program Policies, or any Work Order by you or your Personnel, (iii) any action or inaction by you or any of your Personnel (including, without limitation, any and all loss or damage to personal property or bodily harm (including death)), or (iv) any allegation or claim that you or any of your Personnel failed to comply with applicable Law. However, the foregoing indemnification obligation does not apply to the extent that any claim subject to indemnification results from the negligence or willful misconduct of the Indemnified Parties.

b. Your duty to defend is independent of your duty to indemnify. Your obligations under this Section are independent of any of your other obligations under these Terms. You will use counsel reasonably satisfactory to the Indemnified Parties to defend each indemnified claim, and the Indemnified Parties will cooperate (at your expense) with you in the defense. You will not consent to the entry of any judgment or enter into any settlement without the Indemnified Parties’ prior written consent.

10. **Confidentiality; Customer Information; Work Product.**

a. You will at all times comply with the terms of any nondisclosure agreement executed or otherwise agreed to by you in favor of Amazon and/or its Affiliates (an “NDA”). If no NDA exists, you and your representatives will (i) protect and keep confidential the existence of these Terms (including all Work Orders), their terms and conditions, and any other information obtained from Amazon or any of its representatives that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including, without limitation, all information relating to Amazon’s technology, customers (including Customer Information (as defined below)), business plans, marketing activities, and finances) (collectively, “Confidential Information”), (ii) use Confidential Information solely for the purpose of providing Services, and (iii) return all Confidential Information to Amazon promptly following a request from Amazon. All Confidential

Information will remain Amazon's exclusive property, and you will have no rights to use Confidential Information except as expressly provided in an NDA or these Terms.

b. If you are required by any Governmental Authority to disclose the contents of any Deliverable, you will promptly provide Amazon with notice of such requirement. In such instances, you will use commercially reasonable efforts to (i) ensure that any items removed from a container are promptly put back into the container following the relevant Government Authority's inspection, and (ii) provide Amazon with an audit against the manifest for such items.

c. Except as expressly set forth in these Terms, the Program Policies, or any Work Order, you will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its Affiliates in any manner (including but not limited to use in any client list, press release, advertisement or other promotional material) without the prior written authorization of such use by a Vice President of Amazon. Without the prior written authorization by a Vice President of Amazon, you will not make any public announcement or other statement (including, without limitation, a press release, response to a media query, advertisement, or other promotional material) in which you refer to Amazon or its Affiliates, these Terms, any Work Order, the Services, or any Confidential Information.

d. You will, and will cause your Personnel to, use all personally identifiable information concerning Amazon's customers, including names and addresses (collectively, "Customer Information"), solely for the purpose of providing Services. You will comply with all instructions of Amazon in respect of the processing of Customer Information, and you will maintain appropriate technical and organizational security measures to prevent unauthorized use or disclosure of Customer Information. All Customer Information is and will remain the exclusive property of Amazon, and you will not transfer, rent, barter, trade or sell Customer Information and will not develop lists of or aggregate Customer Information. Except as otherwise required by applicable Law, you will, and will cause your Personnel to, delete all instances (including backups and other copies) of Customer Information associated with each shipment within two weeks after completing the shipment. Before disposing of any hardware, media or software (including any sale or transfer of such material or any disposition of your business) that contains or previously contained Customer Information, at Amazon's direction, you will either return such hardware, media or software to Amazon, or perform a complete forensic destruction of the Customer Information (which may include a physical destruction, preferably incineration, or secure data wipe) such that no Customer Information can be recovered or retrieved. For the avoidance of doubt, the contents of Deliverables tendered by Amazon to you are Customer Information subject to this Section 10.

e. The parties agree that, between the parties, any information or data arising out of or in connection with the Services, including without limitation any Amazon customer data or Customer Information and any data, analysis or other work specifically commissioned by Amazon and agreed to by you (collectively, "Work Product"), is owned by Amazon. For purposes of these Terms, Work Product does not include: (a) any inventions or developments made by you and existing prior to the Effective Date; or (b) any inventions or developments developed entirely independently by you, at any time, without any use, knowledge of, or reference to, the Confidential Information. The Work Product has been specially ordered and commissioned by Amazon. You

agree that the Work Product is a “work made for hire” for copyright purposes, with all copyrights in the Work Product owned by Amazon. To the extent that the Work Product does not qualify as a work made for hire under applicable Law, and to the extent that the Work Product includes material subject to copyright, trade secret, or other proprietary rights protection, you hereby assign to Amazon (or to such of its Affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product. To the extent necessary to effect this assignment, you will execute any documents that Amazon reasonably requests. At any time upon request from Amazon and upon termination or expiration of these Terms, you will deliver to Amazon in tangible form all materials containing Work Product, whether complete or in process. All Work Product will be Confidential Information that is subject to this Section 10.

11. **Defined Terms.**

a. “Affiliate” means, with respect to any entity, any person or other entity that directly or indirectly controls, is controlled by, or is under common control with, such first entity.

b. “Amazon Contracting Party” means: (i) if the Services are provided in the United States, Amazon Logistics, Inc.; or (ii) if the Services are provided in the United Kingdom, Amazon UK Services Ltd.

c. “Chosen Courts” means: (i) if the Services are provided in the United States, the federal and state courts in King County, Washington; or (ii) if the Services are provided in the United Kingdom, the courts in England and Wales.

d. “Delay” means, with respect to any Deliverable, that such Deliverable was not delivered within the delivery window specified by Amazon.

e. “Deliverables” means parcels, totes or other deliverables tendered by Amazon to you or any of your Personnel.

f. “Governing Laws” means: (i) if the Services are provided in the United States, the laws of the State of Washington; or (ii) if the Services are provided in the United Kingdom, the laws of England and Wales.

g. “Governmental Authority” means any governmental, quasi-governmental or regulatory authority, body, department, commission, board, bureau, agency, division, court, securities exchange or other legislative, executive or judicial governmental entity or instrumentality, whether foreign or domestic, of any country, nation, state, county, parish or municipality, jurisdiction or other political subdivision.

h. “Law” means any national, federal, state, local or foreign statute, common law, ordinance, rule, regulation, order, judgment or agency requirement of, or issued, promulgated or entered into with, any Governmental Authority.

i. “Personnel” means, with respect to any party, such party’s employees, agents, representatives, and subcontractors. For the avoidance of doubt, your Personnel will include any individual assigned by you to perform the Services.

j. “Planned Route” means a number of Deliverables in a given area that Amazon plans for a single person and/or Vehicle for delivery on a specific shift and day and that in turn is assigned by you to a specific person and/or Vehicle for delivery on a specific shift and day.

k. “Program Policies” means any terms, conditions, policies, guidelines and other information of which you are notified in accordance with Section 12.c or that are referenced in these Terms or posted on the Site.

l. “Service Area” means the zip codes, cities, geographies or other areas with respect to which you provide the Services, as specifically defined in a Work Order.

m. “Site” means the Amazon Delivery Provider website (or any successor or related website designated by Amazon).

n. “Taxes” means those applicable sales or use taxes or value added taxes that you are legally obligated to charge.

## 12. Miscellaneous.

a. You will not assign any of your rights or obligations under these Terms or any Work Order without Amazon’s prior written consent. Any attempt by you to assign, subcontract or delegate in violation of this Section will be null and void.

b. These Terms and the Work Orders are governed by the applicable Governing Laws, excluding any conflict of laws rules. You irrevocably submit to venue and exclusive jurisdiction in the applicable Chosen Courts for any dispute arising out of or relating to these Terms, any Work Order or the Services, and you waive all objections to jurisdiction and venue of the applicable Chosen Courts.

c. Notices to you under these Terms may be provided by (i) posting a notice on the Site, or (ii) sending a message to the email address then associated with your account. Notices provided by posting on the Site will be effective upon posting, and notices provided by email will be effective when sent by Amazon. It is your responsibility to keep your email address current, and you will be deemed to have received any email sent to the email address then associated with your account when Amazon sends the email, whether or not you actually receive it. Notices to Amazon under these Terms may be provided by (A) facsimile transmission to the number stated in the Program Policies or any applicable Work Order, or (B) pre-paid post requiring signature on receipt or personal delivery to the address stated in the Program Policies or any applicable Work Order. Amazon may update the facsimile number and/or address for notices to Amazon by posting a notice on the Site. Notices to Amazon will be deemed effective when delivered in person, when delivered by pre-paid post, or when received by facsimile.

d. If any provision of these Terms, the Program Policies, or any Work Order is determined to be unenforceable, the parties intend that these Terms, the Program Policies, or the Work Order (as applicable) be enforced as if the unenforceable provisions were not present and



that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

e. A party does not waive any right under any provision of these Terms, the Program Policies, or any Work Order by failing to insist on compliance with, or by failing to exercise any right under, the applicable provision. Any waivers granted under these Terms, the Program Policies, or any Work Order are effective only if recorded in a writing signed by the party granting such waiver. The rights and remedies of the parties under these Terms, the Program Policies, and any Work Order are cumulative and are not exclusive, and either party may enforce any of its rights or remedies under these Terms, the Program Policies, or any Work Order or other rights and remedies available to it at law or in equity. The Section headings of these Terms are for convenience only and have no interpretive value.

f. The following provisions, along with any other provisions that by their nature should survive termination or expiration of these Terms, will survive: Sections 4, 6, 7, 8.b, 8.c, and 9-12.

g. You acknowledge that any breach of these Terms, the Program Policies, or any Work Order by you or any of your representatives would cause irreparable harm to Amazon for which Amazon has no adequate remedies at law. Accordingly, Amazon is entitled to specific performance or injunctive relief for any breach of these Terms, the Program Policies, or any Work Order by you or any of your representatives without the necessity of proving damages or posting bond.

h. Except for your indemnity obligations under Section 9 and liability arising out of your breach of Section 10, neither party will be liable under any circumstances for lost opportunities or profits, consequential, special, punitive, incidental or indirect damages of any kind. Nothing in these Terms shall limit or exclude either party's liability for any matter that may not be limited or excluded by applicable Law.

i. You may charge and Amazon will pay Taxes invoiced by you, provided that those Taxes are stated on the original invoice that you provide to Amazon and your invoices state those Taxes separately and meet the appropriate tax requirements for a valid tax invoice, if any. Amazon may provide you an exemption certificate acceptable to the relevant taxing authority, in which case, you will not collect the Taxes covered by the certificate. You will be responsible for all other taxes (including interest and penalties) or fees arising from transactions and the documentation of transactions under these Terms and any Work Order. Amazon will maintain the right to deduct or withhold any taxes that Amazon determines it is obligated to withhold from any amounts payable to you under these Terms or any Work Order, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of all amounts payable to you under these Terms or any Work Order. You will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under these Terms or any Work Order.

j. These Terms (together with the Program Policies, which are incorporated in these Terms by this reference), any Work Orders, and any NDA constitute the complete and final

agreement of the parties pertaining to the Services and supersede and replace the parties' prior agreements, understandings, representations and discussions (whether written or oral) relating to the Services.

k. Amazon may modify these Terms (including any Program Policies) at any time by posting a revised version on the Site or by otherwise notifying you in accordance with Section 12.c. The modified Terms will become effective upon posting or, if Amazon notifies you by email, as stated in the email message. By continuing to provide the Services after the effective date of any modification to these Terms, you agree to be bound by the modified Terms. It is your responsibility to check the Site regularly for modifications to these Terms.

l. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of these Terms. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THESE TERMS (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, BILL OF LADING, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE).

m. You will not be liable for your failure or delay in fulfilling your obligations under these Terms, the Program Policies, or any Work Order if such failure or delay is caused by fire, flood, weather conditions or other Acts of God, invasions, riots, closing of public highways, civil unrest, war, or acts of terrorism or any circumstance beyond your reasonable control and without fault or negligence on your part ("Force Majeure"); provided, that (i) you will promptly notify Amazon in writing of the occurrence and details of any event of Force Majeure that has caused, or is likely to cause, you to either delay or fail to perform your obligations under these Terms or any Work Order, and (ii) you will use reasonable efforts to overcome or limit the effects of any such event of Force Majeure on Amazon. If the service interruption caused by the Force Majeure continues for 30 days, either party will have the right to terminate any affected Work Order with respect to the Services not being performed by giving the other party 24 hours' prior written notice. To be effective, such notice must be delivered during the service interruption.

n. If there is a conflict among these Terms, the Program Policies, and any Work Order, the Program Policies will prevail over these Terms and the Work Order, and the Work Order will prevail over these Terms.

## EXHIBIT 3

**First Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This First Amendment to Work Order (this “First Amendment”) is effective as of September 30, 2015, and amends that certain Work Order, dated as of September 2, 2015 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this First Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

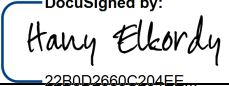
Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this First Amendment and the terms of the Work Order, the terms of this First Amendment will control.

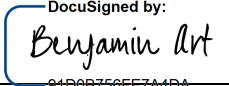
[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this First Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
  
By: 22B0D2660C204EE...  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: September 21, 2015

**Scoobeez, Inc.**

DocuSigned by:  
  
By: 91B0B756FE7A4DA...  
Name: Benjamin Art  
Title: CEO  
Date Signed: September 20, 2015

[Signature Page to First Amendment to Work Order]

**Schedule B**

**Distribution Points**

1. UCA1 – San Francisco, CA
2. UCA3 – Los Angeles, CA
3. UCA4 – Irvine, CA
4. UCA5 – Los Angeles, CA
5. UNV1 – Las Vegas, NV

**Schedule C****Fees Payable by Amazon****Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$111.00	\$5.00	\$116.00
	6.5 hours	\$169.00	\$5.00	\$174.00
	8.5 hours	\$227.00	\$5.00	\$232.00
	10.5 hours	\$285.00	\$5.00	\$290.00
UCA3, UCA4, and UCA5	4.5 hours	\$81.00	\$5.00	\$86.00
	6.5 hours	\$124.00	\$5.00	\$129.00
	8.5 hours	\$167.00	\$5.00	\$172.00
	10.5 hours	\$210.00	\$5.00	\$215.00
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

# EXHIBIT 4



**Second Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Second Amendment to Work Order (this “Second Amendment”) is effective as of October 19, 2015, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Second Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

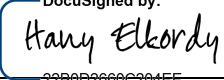
- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Second Amendment and the terms of the Work Order, the terms of this Second Amendment will control.

[Signature Page Follows]

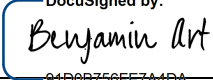


IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Second Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
22B0D2000C204EE...  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: October 9, 2015

**Scoobeez, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
91D0B750FE7A4DA...  
Name: Benjamin Art  
Title: CEO  
Date Signed: October 8, 2015

[Signature Page to Second Amendment to Work Order]



**Schedule B**

**Distribution Points**

1. UCA1 – San Francisco, CA
2. UCA3 – Los Angeles, CA
3. UCA4 – Irvine, CA
4. UCA5 – Los Angeles, CA
5. UCA6 – San Diego, CA
6. UNV1 – Las Vegas, NV



**Schedule C****Fees Payable by Amazon****Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$111.00	\$5.00	\$116.00
	6.5 hours	\$169.00	\$5.00	\$174.00
	8.5 hours	\$227.00	\$5.00	\$232.00
	10.5 hours	\$285.00	\$5.00	\$290.00
UCA3, UCA4, and UCA5	4.5 hours	\$81.00	\$5.00	\$86.00
	6.5 hours	\$124.00	\$5.00	\$129.00
	8.5 hours	\$167.00	\$5.00	\$172.00
	10.5 hours	\$210.00	\$5.00	\$215.00
UCA6	4.5 hours	\$75.00	\$5.00	\$80.00
	6.5 hours	\$115.00	\$5.00	\$120.00
	8.5 hours	\$155.00	\$5.00	\$160.00
	10.5 hours	\$195.00	\$5.00	\$200.00
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 5

**Third Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Third Amendment to Work Order (this “Third Amendment”) is effective as of October 19, 2015, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, and the Second Amendment to Work Order, dated as of October 19, 2015 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

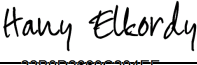
1. **Amendment to Schedule A.** Schedule A to the Work Order is hereby deleted in its entirety and replaced with Schedule A attached hereto.
2. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Third Amendment and the terms of the Work Order, the terms of this Third Amendment will control.

[Signature Page Follows]




IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Third Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
22B0D2680C204EE...  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: October 14, 2015

**Scoobeez, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
91D0B756FE7A4DA...  
Name: Benjamin Art  
Title: CEO  
Date Signed: October 14, 2015

[Signature Page to Third Amendment to Work Order]



## **Schedule A**

### **Policies**

#### **Your Personnel; No Subcontractors.**

Except as otherwise provided in this Work Order, (a) you will hire and employ all drivers, cyclists, walkers, and other Personnel who are assigned by you to perform the Services under this Work Order, and (b) you will not engage subcontractors to perform the Services without the prior written consent of Amazon.

#### **Tips.**

Without limiting the generality of Section 3(c) of the Terms, which requires you to distribute all Tips to your Personnel in accordance with applicable Law, you will distribute each Tip to your specific Personnel who delivered the shipment to which the Tip relates in accordance with the disbursement report derived from Amazon's systems and furnished to you by Amazon.





**Schedule C****Fees Payable by Amazon****Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$129.00	\$5.00	\$134.00
	6.5 hours	\$196.00	\$5.00	\$201.00
	8.5 hours	\$263.00	\$5.00	\$268.00
	10.5 hours	\$330.00	\$5.00	\$335.00
UCA3, UCA4, and UCA5	4.5 hours	\$81.00	\$5.00	\$86.00
	6.5 hours	\$124.00	\$5.00	\$129.00
	8.5 hours	\$167.00	\$5.00	\$172.00
	10.5 hours	\$210.00	\$5.00	\$215.00
UCA6	4.5 hours	\$75.00	\$5.00	\$80.00
	6.5 hours	\$115.00	\$5.00	\$120.00
	8.5 hours	\$155.00	\$5.00	\$160.00
	10.5 hours	\$195.00	\$5.00	\$200.00
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 6

**Fourth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Fourth Amendment to Work Order (this “Fourth Amendment”) is effective as of January 17, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, and the Third Amendment to Work Order, dated as of October 19, 2015 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Fourth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

1. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
2. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Fourth Amendment and the terms of the Work Order, the terms of this Fourth Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Fourth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: January 16, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Benjamin Art  
Name: Benjamin Art  
Title: CEO  
Date Signed: January 16, 2016

[Signature Page to Fourth Amendment to Work Order]



**Schedule C****Fees Payable by Amazon****Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$129.00	\$5.00	\$134.00
	6.5 hours	\$196.00	\$5.00	\$201.00
	8.5 hours	\$263.00	\$5.00	\$268.00
	10.5 hours	\$330.00	\$5.00	\$335.00
UCA3, UCA4, UCA5, and UCA6	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$174.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 7

**Fifth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Fifth Amendment to Work Order (this “Fifth Amendment”) is effective as of February 14, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, and the Fourth Amendment to Work Order, dated as of January 17, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Fifth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Fifth Amendment and the terms of the Work Order, the terms of this Fifth Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Fifth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: February 17, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Benjamin Art  
Name: Benjamin Art  
Title: CEO  
Date Signed: February 15, 2016

[Signature Page to Fifth Amendment to Work Order]





**Schedule B**

**Distribution Points**

1. UCA1 – San Francisco, CA
2. UCA3 – Los Angeles, CA
3. UCA4 – Irvine, CA
4. UCA5 – Los Angeles, CA
5. UCA6 – San Diego, CA
6. UCA8 – Berkeley, CA
7. UNV1 – Las Vegas, NV



**Schedule C****Fees Payable by Amazon****Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA3, UCA4, UCA5, and UCA6	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 8

**Sixth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Sixth Amendment to Work Order (this “Sixth Amendment”) is effective as of February 19, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, and the Fifth Amendment to Work Order, dated as of February 14, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Sixth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Sixth Amendment and the terms of the Work Order, the terms of this Sixth Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Sixth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: February 20, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Benjamin Art  
Name: Benjamin Art  
Title: CEO  
Date Signed: February 18, 2016

[Signature Page to Sixth Amendment to Work Order]



**Schedule B**

**Distribution Points**

1. UCA1 – San Francisco, CA
2. UCA3 – Los Angeles, CA
3. UCA4 – Irvine, CA
4. UCA5 – Los Angeles, CA
5. UCA6 – San Diego, CA
6. UCA8 – Berkeley, CA
7. UIL1 – Chicago, IL
8. UNV1 – Las Vegas, NV



**Schedule C****Fees Payable by Amazon****Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA3, UCA4, UCA5, and UCA6	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 9



**Seventh Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Seventh Amendment to Work Order (this “Seventh Amendment”) is effective as of April 10, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, and the Sixth Amendment to Work Order, dated as of February 19, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Seventh Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Seventh Amendment and the terms of the Work Order, the terms of this Seventh Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Seventh Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: April 14, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Benjamin Art  
Name: Benjamin Art  
Title: CEO  
Date Signed: April 11, 2016

[Signature Page to Seventh Amendment to Work Order]



**Schedule B**

**Distribution Points**

1. UCA1 – San Francisco, CA
2. UCA3 – Los Angeles, CA
3. UCA4 – Irvine, CA
4. UCA5 – Los Angeles, CA
5. UCA6 – San Diego, CA
6. UCA8 – Berkeley, CA
7. UCA9 – Sacramento, CA
8. UIL1 – Chicago, IL
9. UNV1 – Las Vegas, NV



**Schedule C**

**Fees Payable by Amazon**

**Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 10

**Eighth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Eighth Amendment to Work Order (this “Eighth Amendment”) is effective as of April 22, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, and the Seventh Amendment to Work Order, dated as of April 10, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Eighth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Eighth Amendment and the terms of the Work Order, the terms of this Eighth Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Eighth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: April 26, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Benjamin Art  
Name: Benjamin Art  
Title: CEO  
Date Signed: April 26, 2016

[Signature Page to Eighth Amendment to Work Order]



**Schedule B**

**Distribution Points**

1. UCA1 – San Francisco, CA
2. UCA2 – Redondo Beach, CA
3. UCA3 – Los Angeles, CA
4. UCA4 – Irvine, CA
5. UCA5 – Los Angeles, CA
6. UCA6 – San Diego, CA
7. UCA8 – Berkeley, CA
8. UCA9 – Sacramento, CA
9. UIL1 – Chicago, IL
10. UNV1 – Las Vegas, NV





**Schedule C**

**Fees Payable by Amazon**

**Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00



# EXHIBIT 11

**Ninth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Ninth Amendment to Work Order (this “Ninth Amendment”) is effective as of May 11, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, and the Eighth Amendment to Work Order, dated as of April 22, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Ninth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Ninth Amendment and the terms of the Work Order, the terms of this Ninth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Ninth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: May 16, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: May 16, 2016

[Signature Page to Ninth Amendment to Work Order]

**Schedule B**

**Distribution Points**

1. DCH1 – Alsip, IL
2. DCH2 – Chicago, IL
3. DCH3 – Lisle, IL
4. UCA1 – San Francisco, CA
5. UCA2 – Redondo Beach, CA
6. UCA3 – Los Angeles, CA
7. UCA4 – Irvine, CA
8. UCA5 – Los Angeles, CA
9. UCA6 – San Diego, CA
10. UCA8 – Berkeley, CA
11. UCA9 – Sacramento, CA
12. UIL1 – Chicago, IL
13. UNV1 – Las Vegas, NV

**Schedule C****Fees Payable by Amazon****Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

**Part II – Parcel**

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		

1. **Base Route Rate.** The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. **Fuel Allowance.** The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. **Dispatcher Fee.** In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. **Uniform and Vehicle Brand Promotion Fee.** In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. **Unplanned Time.** Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late

arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to \$31.00 per hour at DCH1, DCH2, and DCH3.



**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

## EXHIBIT 12

**Tenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Tenth Amendment to Work Order (this “Tenth Amendment”) is effective as of June 2, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, and the Ninth Amendment to Work Order, dated as of May 11, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Tenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Tenth Amendment and the terms of the Work Order, the terms of this Tenth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Tenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: June 2, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: June 2, 2016

[Signature Page to Tenth Amendment to Work Order]

**Schedule B**

**Distribution Points**

1. DCH1 – Alsip, IL
2. DCH2 – Chicago, IL
3. DCH3 – Lisle, IL
4. DLA3 – Commerce, CA
5. DLA7 – Site location TBD
6. DLA8 – Hawthorne, CA
7. DLA9 – Irvine, CA
8. DSD1 – San Diego, CA
9. DSD2 – Carlsbad, CA
10. DSF3 – San Jose, CA
11. DSF4 – San Leandro, CA
12. DSF5 – San Francisco, CA
13. DSF6 – Richmond, CA
14. UCA1 – San Francisco, CA
15. UCA2 – Redondo Beach, CA
16. UCA3 – Los Angeles, CA
17. UCA4 – Irvine, CA
18. UCA5 – Los Angeles, CA
19. UCA6 – San Diego, CA
20. UCA8 – Berkeley, CA
21. UCA9 – Sacramento, CA
22. UIL1 – Chicago, IL
23. UNV1 – Las Vegas, NV

**Schedule C****Fees Payable by Amazon****Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

**Part II – Parcel**

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DLA3	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		
DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (b) \$27.60 per hour at DLA3 and DLA7, (c) \$28.70 per hour at DLA8 and DLA9, (d) \$27.80 per hour at DSD1 and DSD2, (e) \$32.00 per hour at DSF3, and (f) \$32.50 per hour at DSF4 and DSF5.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a “Training Route”), Amazon will pay you (a) \$194.35 per Training Route at DLA3, DLA7, DLA8, and DLA9, (b) \$179.01 per Training Route at DSD1 and DSD2, (c) \$210.64 per Training Route at DSF3, (d) \$214.67 per Training Route at DSF4 and DSF5, and (e) \$207.91 per Training Route at DSF6.



**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# EXHIBIT 13

**Eleventh Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Eleventh Amendment to Work Order (this “Eleventh Amendment”) is effective as of July 26, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, and the Tenth Amendment to Work Order, dated as of June 2, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Eleventh Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Eleventh Amendment and the terms of the Work Order, the terms of this Eleventh Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Eleventh Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: July 28, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: July 28, 2016

[Signature Page to Eleventh Amendment to Work Order]

**Schedule B**

**Distribution Points**

1. DCH1 – Alsip, IL
2. DCH2 – Chicago, IL
3. DCH3 – Lisle, IL
4. DLA1 – Inglewood, CA
5. DLA2 – Buena Park, CA
6. DLA3 – Commerce, CA
7. DLA4 – Los Angeles, CA
8. DLA7 – Site location TBD
9. DLA8 – Hawthorne, CA
10. DLA9 – Irvine, CA
11. DSD1 – San Diego, CA
12. DSD2 – Carlsbad, CA
13. DSF3 – San Jose, CA
14. DSF4 – San Leandro, CA
15. DSF5 – San Francisco, CA
16. DSF6 – Richmond, CA
17. UCA1 – San Francisco, CA
18. UCA2 – Redondo Beach, CA
19. UCA3 – Los Angeles, CA
20. UCA4 – Irvine, CA
21. UCA5 – Los Angeles, CA
22. UCA6 – San Diego, CA
23. UCA8 – Berkeley, CA
24. UCA9 – Sacramento, CA

25. UIL1 – Chicago, IL

26. UNV1 – Las Vegas, NV

**Schedule C****Fees Payable by Amazon****Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

**Part II – Parcel**

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DLA1, DLA2, DLA3, and DLA4	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		
DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		



1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (b) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (c) \$28.70 per hour at DLA8 and DLA9, (d) \$27.80 per hour at DSD1 and DSD2, (e) \$32.00 per hour at DSF3, and (f) \$32.50 per hour at DSF4 and DSF5.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a “Training Route”), Amazon will pay you (a) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (b) \$179.01 per Training Route at DSD1 and DSD2, (c) \$210.64 per Training Route at DSF3, (d) \$214.67 per Training Route at DSF4 and DSF5, and (e) \$207.91 per Training Route at DSF6.

**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# EXHIBIT 14

**Twelfth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Twelfth Amendment to Work Order (this “Twelfth Amendment”) is effective as of August 14, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, and the Eleventh Amendment to Work Order, dated as of July 26, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Twelfth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 2. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Twelfth Amendment and the terms of the Work Order, the terms of this Twelfth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Twelfth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: August 13, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: August 13, 2016

[Signature Page to Twelfth Amendment to Work Order]

**Schedule C**

**Fees Payable by Amazon**

**Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$2.50 per delivery for Amazon Fresh deliveries only.

**Part II – Parcel**

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DLA1, DLA2, DLA3, and DLA4	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		
DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (b) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (c) \$28.70 per hour at DLA8 and DLA9, (d) \$27.80 per hour at DSD1 and DSD2, (e) \$32.00 per hour at DSF3, and (f) \$32.50 per hour at DSF4 and DSF5.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a “Training Route”), Amazon will pay you (a) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (b) \$179.01 per Training Route at DSD1 and DSD2, (c) \$210.64 per Training Route at DSF3, (d) \$214.67 per Training Route at DSF4 and DSF5, and (e) \$207.91 per Training Route at DSF6.



**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# EXHIBIT 15

**Thirteenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Thirteenth Amendment to Work Order (this “Thirteenth Amendment”) is effective as of August 28, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, the Eleventh Amendment to Work Order, dated as of July 26, 2016, and the Twelfth Amendment to Work Order, dated as of August 14, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Thirteenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Thirteenth Amendment and the terms of the Work Order, the terms of this Thirteenth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Thirteenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: August 20, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: August 20, 2016

[Signature Page to Thirteenth Amendment to Work Order]

**Schedule B**

**Distribution Points**

1. DCH1 – Alsip, IL
2. DCH2 – Chicago, IL
3. DCH3 – Lisle, IL
4. DDA1 – Farmers Branch, TX
5. DDA2 – Garland, TX
6. DDA3 – Ft. Worth, TX
7. DLA1 – Inglewood, CA
8. DLA2 – Buena Park, CA
9. DLA3 – Commerce, CA
10. DLA4 – Los Angeles, CA
11. DLA7 – Site location TBD
12. DLA8 – Hawthorne, CA
13. DLA9 – Irvine, CA
14. DMI1 – Miami, FL
15. DMI2 – Miami Gardens, FL
16. DMI3 – Miami, FL
17. DSD1 – San Diego, CA
18. DSD2 – Carlsbad, CA
19. DSF3 – San Jose, CA
20. DSF4 – San Leandro, CA
21. DSF5 – San Francisco, CA
22. DSF6 – Richmond, CA
23. UCA1 – San Francisco, CA
24. UCA2 – Redondo Beach, CA

- 25. UCA3 – Los Angeles, CA
- 26. UCA4 – Irvine, CA
- 27. UCA5 – Los Angeles, CA
- 28. UCA6 – San Diego, CA
- 29. UCA8 – Berkeley, CA
- 30. UCA9 – Sacramento, CA
- 31. UIL1 – Chicago, IL
- 32. UNV1 – Las Vegas, NV

**Schedule C**

**Fees Payable by Amazon**

**Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$2.50 per delivery for Amazon Fresh deliveries only.

**Part II – Parcel**

Distribution Point	Duration of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DDA1, DDA2, and DDA3	5.5 hours	\$163.20	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.00	\$5.00		
	7.5 hours	\$194.50	\$5.00		
	8.5 hours	\$220.00	\$5.00		
	9.5 hours	\$244.00	\$5.00		
	10.5 hours	\$251.10	\$5.00		
DLA1, DLA2, DLA3, and DLA4	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
DMI1	5.5 hours	\$197.12	\$5.00	\$1,450.00	See below.
	6.5 hours	\$202.55	\$5.00		
	7.5 hours	\$220.39	\$5.00		
	8.5 hours	\$233.83	\$5.00		
	9.5 hours	\$239.98	\$5.00		
	10.5 hours	\$249.98	\$5.00		
DMI2 and DMI3	5.5 hours	\$169.79	\$5.00	\$1,450.00	See below.
	6.5 hours	\$181.29	\$5.00		
	7.5 hours	\$193.12	\$5.00		
	8.5 hours	\$211.92	\$5.00		
	9.5 hours	\$230.79	\$5.00		
	10.5 hours	\$248.25	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		



DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and

insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.

5. Unplanned Time. Certain factors outside of your and your Personnel's control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$29.00 per hour at DDA1, DDA2, and DDA3, (b) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (c) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (d) \$28.70 per hour at DLA8 and DLA9, (e) \$28.50 per hour at DMI1, DMI2, and DMI3, (f) \$27.80 per hour at DSD1 and DSD2, (g) \$32.00 per hour at DSF3, and (h) \$32.50 per hour at DSF4 and DSF5.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a "Training Route"), Amazon will pay you (a) \$189.60 per Training Route at DDA1, DDA2, and DDA3, (b) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (c) \$160.00 per Training Route at DMI1, DMI2, and DMI3, (d) \$179.01 per Training Route at DSD1 and DSD2, (e) \$210.64 per Training Route at DSF3, (f) \$214.67 per Training Route at DSF4 and DSF5, and (g) \$207.91 per Training Route at DSF6.

**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# EXHIBIT 16

**Fourteenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Fourteenth Amendment to Work Order (this “Fourteenth Amendment”) is effective as of September 18, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, the Eleventh Amendment to Work Order, dated as of July 26, 2016, the Twelfth Amendment to Work Order, dated as of August 14, 2016, and the Thirteenth Amendment to Work Order, dated as of August 28, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Fourteenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
- 2. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 3. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Fourteenth Amendment and the terms of the Work Order, the terms of this Fourteenth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Fourteenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: September 11, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: September 11, 2016

[Signature Page to Fourteenth Amendment to Work Order]

**Schedule B**

**Distribution Points**

1. DCH1 – Alsip, IL
2. DCH2 – Chicago, IL
3. DCH3 – Lisle, IL
4. DDA1 – Farmers Branch, TX
5. DDA2 – Garland, TX
6. DDA3 – Ft. Worth, TX
7. DLA1 – Inglewood, CA
8. DLA2 – Buena Park, CA
9. DLA3 – Commerce, CA
10. DLA4 – Los Angeles, CA
11. DLA7 – Site location TBD
12. DLA8 – Hawthorne, CA
13. DLA9 – Irvine, CA
14. DMI1 – Miami, FL
15. DMI2 – Miami Gardens, FL
16. DMI3 – Miami, FL
17. DSD1 – San Diego, CA
18. DSD2 – Carlsbad, CA
19. DSF3 – San Jose, CA
20. DSF4 – San Leandro, CA
21. DSF5 – San Francisco, CA
22. DSF6 – Richmond, CA
23. SAT5 – San Antonio, TX
24. UCA1 – San Francisco, CA

- 25. UCA2 – Redondo Beach, CA
- 26. UCA3 – Los Angeles, CA
- 27. UCA4 – Irvine, CA
- 28. UCA5 – Los Angeles, CA
- 29. UCA6 – San Diego, CA
- 30. UCA8 – Berkeley, CA
- 31. UCA9 – Sacramento, CA
- 32. UIL1 – Chicago, IL
- 33. UNV1 – Las Vegas, NV



**Schedule C**

**Fees Payable by Amazon**

**Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$2.50 per delivery for Amazon Fresh deliveries only.

**Part II – Parcel**

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DDA1, DDA2, and DDA3	5.5 hours	\$163.20	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.00	\$5.00		
	7.5 hours	\$194.50	\$5.00		
	8.5 hours	\$220.00	\$5.00		
	9.5 hours	\$244.00	\$5.00		
	10.5 hours	\$251.10	\$5.00		
DLA1, DLA2, DLA3, and DLA4	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
DMI1	5.5 hours	\$197.12	\$5.00	\$1,450.00	See below.
	6.5 hours	\$202.55	\$5.00		
	7.5 hours	\$220.39	\$5.00		
	8.5 hours	\$233.83	\$5.00		
	9.5 hours	\$239.98	\$5.00		
	10.5 hours	\$249.98	\$5.00		
DMI2 and DMI3	5.5 hours	\$169.79	\$5.00	\$1,450.00	See below.
	6.5 hours	\$181.29	\$5.00		
	7.5 hours	\$193.12	\$5.00		
	8.5 hours	\$211.92	\$5.00		
	9.5 hours	\$230.79	\$5.00		
	10.5 hours	\$248.25	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		
SAT5	5.5 hours	\$164.06	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.15	\$5.00		
	7.5 hours	\$195.60	\$5.00		
	8.5 hours	\$211.19	\$5.00		
	9.5 hours	\$230.12	\$5.00		
	10.5 hours	\$252.51	\$5.00		
	Helper (if applicable)	\$135.32	N/A		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a

dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.

4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel's control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$29.00 per hour at DDA1, DDA2, and DDA3, (b) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (c) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (d) \$28.70 per hour at DLA8 and DLA9, (e) \$28.50 per hour at DMI1, DMI2, and DMI3, (f) \$27.80 per hour at DSD1 and DSD2, (g) \$32.00 per hour at DSF3, (h) \$32.50 per hour at DSF4 and DSF5, and (i) \$28.00 per hour at SAT5.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a "Training Route"), Amazon will pay you (a) \$189.60 per Training Route at DDA1, DDA2, and DDA3, (b) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (c) \$160.00 per Training Route at DMI1, DMI2, and DMI3, (d) \$179.01 per Training Route at DSD1 and DSD2, (e) \$210.64 per Training Route at DSF3, (f) \$214.67 per Training Route at DSF4 and DSF5, (g) \$207.91 per Training Route at DSF6, and (h) \$161.56 per Training Route at SAT5.

**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# EXHIBIT 17

**Fifteenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Fifteenth Amendment to Work Order (this “Fifteenth Amendment”) is effective as of September 18, 2016, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, the Eleventh Amendment to Work Order, dated as of July 26, 2016, the Twelfth Amendment to Work Order, dated as of August 14, 2016, the Thirteenth Amendment to Work Order, dated as of August 28, 2016, and the Fourteenth Amendment to Work Order, dated as of September 18, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Fifteenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

Amazon and you agree as follows:

- 1. Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
- 2. No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Fifteenth Amendment and the terms of the Work Order, the terms of this Fifteenth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Fifteenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: September 16, 2016

**Scoobeez, Inc.**

DocuSigned by:  
By: Hany Elkordy  
Name: Hany Elkordy  
Title: Director, AMZL NA  
Date Signed: September 16, 2016

[Signature Page to Fifteenth Amendment to Work Order]



**Schedule C**

**Fees Payable by Amazon**

**Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, UCA4, UCA5, UCA6, and UCA9	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$5.00 per delivery for Amazon Fresh deliveries only, effective as of September 4, 2016.

**Part II – Parcel**

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DDA1, DDA2, and DDA3	5.5 hours	\$163.20	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.00	\$5.00		
	7.5 hours	\$194.50	\$5.00		
	8.5 hours	\$220.00	\$5.00		
	9.5 hours	\$244.00	\$5.00		
	10.5 hours	\$251.10	\$5.00		
DLA1, DLA2, DLA3, and DLA4	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
	Same Day Planned Route (7 hours)	Your Vehicle: \$222.00	\$5.00		
		Delivery Associate Personal Vehicle: \$205.00			
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
	Same Day Planned Route (7 hours)	Your Vehicle: \$222.00	\$5.00		
		Delivery Associate Personal Vehicle: \$205.00			
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
	Same Day Planned Route (7 hours)	Your Vehicle: \$222.00	\$5.00		
		Delivery Associate Personal Vehicle: \$205.00			
DMI1	5.5 hours	\$197.12	\$5.00	\$1,450.00	See below.

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
	6.5 hours	\$202.55	\$5.00		
	7.5 hours	\$220.39	\$5.00		
	8.5 hours	\$233.83	\$5.00		
	9.5 hours	\$239.98	\$5.00		
	10.5 hours	\$249.98	\$5.00		
DMI2 and DMI3	5.5 hours	\$169.79	\$5.00	\$1,450.00	See below.
	6.5 hours	\$181.29	\$5.00		
	7.5 hours	\$193.12	\$5.00		
	8.5 hours	\$211.92	\$5.00		
	9.5 hours	\$230.79	\$5.00		
	10.5 hours	\$248.25	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		
DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		
SAT5	5.5 hours	\$164.06	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.15	\$5.00		
	7.5 hours	\$195.60	\$5.00		
	8.5 hours	\$211.19	\$5.00		
	9.5 hours	\$230.12	\$5.00		
	10.5 hours	\$252.51	\$5.00		
	Helper (if applicable)	\$135.32	N/A		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed.

For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.

3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$29.00 per hour at DDA1, DDA2, and DDA3, (b) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (c) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (d) \$28.70 per hour at DLA8 and DLA9, (e) \$28.50 per hour at DMI1, DMI2, and DMI3, (f) \$27.80 per hour at DSD1 and DSD2, (g) \$32.00 per hour at DSF3, (h) \$32.50 per hour at DSF4 and DSF5, and (i) \$28.00 per hour at SAT5.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a “Training Route”), Amazon will pay you (a) \$189.60 per Training Route at DDA1, DDA2, and DDA3, (b) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (c) \$160.00 per Training Route at DMI1, DMI2, and DMI3, (d) \$179.01 per Training Route at DSD1 and DSD2, (e) \$210.64 per Training Route at DSF3, (f) \$214.67 per Training Route at DSF4 and DSF5, (g) \$207.91 per Training Route at DSF6, and (h) \$161.56 per Training Route at SAT5.

**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# EXHIBIT 18

**Sixteenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Sixteenth Amendment to Work Order (this “Sixteenth Amendment”) is effective as of January 1, 2017, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, the Eleventh Amendment to Work Order, dated as of July 26, 2016, the Twelfth Amendment to Work Order, dated as of August 14, 2016, the Thirteenth Amendment to Work Order, dated as of August 28, 2016, the Fourteenth Amendment to Work Order, dated as of September 18, 2016, and the Fifteenth Amendment to Work Order, dated as of September 18, 2016 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Sixteenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Sixteenth Amendment and the terms of the Work Order, the terms of this Sixteenth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Sixteenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Penny Register-Shaw  
Name: Penny Register-Shaw  
Title: Director Contractor Relations  
Date Signed: January 17, 2017

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: January 17, 2017

[Signature Page to Sixteenth Amendment to Work Order]



**Schedule B****Distribution Points**

1. DAU1 – Austin, TX
2. DCH1 – Alsip, IL
3. DCH2 – Chicago, IL
4. DCH3 – Lisle, IL
5. DDA1 – Farmers Branch, TX
6. DDA2 – Garland, TX
7. DDA3 – Ft. Worth, TX
8. DLA1 – Inglewood, CA
9. DLA2 – Buena Park, CA
10. DLA3 – Commerce, CA
11. DLA4 – Los Angeles, CA
12. DLA7 – Site location TBD
13. DLA8 – Hawthorne, CA
14. DLA9 – Irvine, CA
15. DMI1 – Miami, FL
16. DMI2 – Miami Gardens, FL
17. DMI3 – Miami, FL
18. DSD1 – San Diego, CA
19. DSD2 – Carlsbad, CA
20. DSF3 – San Jose, CA
21. DSF4 – San Leandro, CA
22. DSF5 – San Francisco, CA
23. DSF6 – Richmond, CA
24. SAT5 – San Antonio, TX

- 25. UCA1 – San Francisco, CA
- 26. UCA2 – Redondo Beach, CA
- 27. UCA3 – Los Angeles, CA
- 28. UCA4 – Irvine, CA
- 29. UCA5 – Los Angeles, CA
- 30. UCA6 – San Diego, CA
- 31. UCA8 – Berkeley, CA
- 32. UCA9 – Sacramento, CA
- 33. UIL1 – Chicago, IL
- 34. UNV1 – Las Vegas, NV

**Schedule C****Fees Payable by Amazon****Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, and UCA5	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA4, UCA6, and UCA9	2 hours	\$43.70	\$5.00	\$48.70
	4 hours	\$92.40	\$5.00	\$97.40
	6 hours	\$141.10	\$5.00	\$146.10
	8 hours	\$189.80	\$5.00	\$194.80
	9 hours	\$214.15	\$5.00	\$219.15
	10 hours	\$238.50	\$5.00	\$243.50
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$5.00 per delivery for Amazon Fresh deliveries only, effective as of September 4, 2016.

**Part II – Parcel**

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DAU1	5.5 hours	\$ 177.11	\$5.00	\$1,450.00	See below.
	6.5 hours	\$ 184.55	\$5.00		
	7.5 hours	\$ 196.23	\$5.00		
	8.5 hours	\$ 216.05	\$5.00		
	9.5 hours	\$ 235.57	\$5.00		
	10.5 hours	\$ 279.00	\$5.00		
	Same Day Planned Route (6.5 hours)	\$ 184.55	\$5.00		
DCH1, DCH2, and DCH3	5.5 hours	\$190.00	\$5.00	\$1,400.00	See below.
	6.5 hours	\$210.00	\$5.00		
	7.5 hours	\$230.00	\$5.00		
	8.5 hours	\$250.00	\$5.00		
	9.5 hours	\$271.00	\$5.00		
	10.5 hours	\$294.00	\$5.00		
DDA1, DDA2, and DDA3	5.5 hours	\$163.20	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.00	\$5.00		
	7.5 hours	\$194.50	\$5.00		
	8.5 hours	\$220.00	\$5.00		
	9.5 hours	\$244.00	\$5.00		
	10.5 hours	\$251.10	\$5.00		
DLA1, DLA2, DLA3, and DLA4	5.5 hours	\$174.40	\$5.00	\$1,500.00	See below.
	6.5 hours	\$188.20	\$5.00		
	7.5 hours	\$202.00	\$5.00		
	8.5 hours	\$226.84	\$5.00		
	9.5 hours	\$248.92	\$5.00		
	10.5 hours	\$271.00	\$5.00		
	Same Day Planned Route (7 hours)	Your Vehicle: \$222.00 Delivery Associate Personal Vehicle: \$205.00	\$5.00		
DLA7	5.5 hours	\$180.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$194.50	\$5.00		
	7.5 hours	\$208.75	\$5.00		
	8.5 hours	\$234.40	\$5.00		
	9.5 hours	\$257.20	\$5.00		
	10.5 hours	\$280.00	\$5.00		
	Same Day Planned Route (7 hours)	Your Vehicle: \$222.00 Delivery Associate Personal Vehicle: \$205.00	\$5.00		
DLA8 and DLA9	5.5 hours	\$181.55	\$5.00	\$1,500.00	See below.
	6.5 hours	\$195.90	\$5.00		
	7.5 hours	\$210.25	\$5.00		

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
	8.5 hours	\$236.08	\$5.00		
	9.5 hours	\$259.04	\$5.00		
	10.5 hours	\$282.00	\$5.00		
	Same Day Planned Route (7 hours)	Your Vehicle: \$222.00 Delivery Associate Personal Vehicle: \$205.00	\$5.00		
DMI1	5.5 hours	\$197.12	\$5.00	\$1,450.00	See below.
	6.5 hours	\$202.55	\$5.00		
	7.5 hours	\$220.39	\$5.00		
	8.5 hours	\$233.83	\$5.00		
	9.5 hours	\$239.98	\$5.00		
	10.5 hours	\$249.98	\$5.00		
DMI2 and DMI3	5.5 hours	\$169.79	\$5.00	\$1,450.00	See below.
	6.5 hours	\$181.29	\$5.00		
	7.5 hours	\$193.12	\$5.00		
	8.5 hours	\$211.92	\$5.00		
	9.5 hours	\$230.79	\$5.00		
	10.5 hours	\$248.25	\$5.00		
DSD1 and DSD2	5.5 hours	\$175.70	\$5.00	\$1,400.00	See below.
	6.5 hours	\$189.60	\$5.00		
	7.5 hours	\$203.50	\$5.00		
	8.5 hours	\$228.52	\$5.00		
	9.5 hours	\$250.76	\$5.00		
	10.5 hours	\$273.00	\$5.00		
DSF3	5.5 hours	\$203.00	\$5.00	\$1,500.00	See below.
	6.5 hours	\$219.00	\$5.00		
	7.5 hours	\$235.00	\$5.00		
	8.5 hours	\$263.80	\$5.00		
	9.5 hours	\$289.40	\$5.00		
	10.5 hours	\$315.00	\$5.00		
DSF4 and DSF5	5.5 hours	\$206.25	\$5.00	\$1,500.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$320.00	\$5.00		
DSF6	5.5 hours	\$196.50	\$5.00	\$1,500.00	See below.
	6.5 hours	\$212.00	\$5.00		
	7.5 hours	\$227.50	\$5.00		
	8.5 hours	\$255.40	\$5.00		
	9.5 hours	\$280.20	\$5.00		
	10.5 hours	\$305.00	\$5.00		
SAT5	5.5 hours	\$164.06	\$5.00	\$1,450.00	See below.
	6.5 hours	\$184.15	\$5.00		
	7.5 hours	\$195.60	\$5.00		
	8.5 hours	\$211.19	\$5.00		
	9.5 hours	\$230.12	\$5.00		
	10.5 hours	\$252.51	\$5.00		

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
	Helper (if applicable)	\$135.32	N/A		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$29.00 per hour at DDA1, DDA2, and DDA3, (b) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (c) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (d) \$28.70 per hour at DLA8 and DLA9, (e) \$28.50 per hour at DMI1, DMI2, and DMI3, (f) \$27.80 per hour at

DSD1 and DSD2, (g) \$32.00 per hour at DSF3, (h) \$32.50 per hour at DSF4 and DSF5, (i) \$28.00 per hour at SAT5, and (j) \$30.00 per hour at DAU1.

6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a “Training Route”), Amazon will pay you (a) \$189.60 per Training Route at DDA1, DDA2, and DDA3, (b) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (c) \$160.00 per Training Route at DMI1, DMI2, and DMI3, (d) \$179.01 per Training Route at DSD1 and DSD2, (e) \$210.64 per Training Route at DSF3, (f) \$214.67 per Training Route at DSF4 and DSF5, (g) \$207.91 per Training Route at DSF6, (h) \$161.56 per Training Route at SAT5, and (i) \$173.63 per Training Route at DAU1.

**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47



# EXHIBIT 19

**Seventeenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Seventeenth Amendment to Work Order (this “Seventeenth Amendment”) is effective as of April 9, 2017, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, the Eleventh Amendment to Work Order, dated as of July 26, 2016, the Twelfth Amendment to Work Order, dated as of August 14, 2016, the Thirteenth Amendment to Work Order, dated as of August 28, 2016, the Fourteenth Amendment to Work Order, dated as of September 18, 2016, the Fifteenth Amendment to Work Order, dated as of September 18, 2016, and the Sixteenth Amendment to Work Order, dated as of January 1, 2017 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Seventeenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Seventeenth Amendment and the terms of the Work Order, the terms of this Seventeenth Amendment will control.

[Signature Page Follows]



IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Seventeenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Penny Register-Shaw  
F12B31CBDA6D45A...  
Name: Penny Register-Shaw

Title: Director Contractor Relations

Date Signed: April 11, 2017

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
91D0B756FE7A4DA...  
Name: Shahan Ohanessian

Title: CEO

Date Signed: April 11, 2017

[Signature Page to Seventeenth Amendment to Work Order]



**Schedule B**

**Distribution Points**

1. DAU1 – Austin, TX
2. DCH1 – Alsip, IL
3. DCH2 – Chicago, IL
4. DCH3 – Lisle, IL
5. DDA1 – Farmers Branch, TX
6. DDA2 – Garland, TX
7. DDA3 – Ft. Worth, TX
8. DLA1 – Inglewood, CA
9. DLA2 – Buena Park, CA
10. DLA3 – Commerce, CA
11. DLA4 – Los Angeles, CA
12. DLA7 – Site location TBD
13. DLA8 – Hawthorne, CA
14. DLA9 – Irvine, CA
15. DMI1 – Miami, FL
16. DMI2 – Miami Gardens, FL
17. DMI3 – Miami, FL
18. DSD1 – San Diego, CA
19. DSD2 – Carlsbad, CA
20. DSF3 – San Jose, CA
21. DSF4 – San Leandro, CA
22. DSF5 – San Francisco, CA
23. DSF6 – Richmond, CA
24. SAT5 – San Antonio, TX

- 25. UCA1 – San Francisco, CA
- 26. UCA2 – Redondo Beach, CA
- 27. UCA3 – Los Angeles, CA
- 28. UCA4 – Irvine, CA
- 29. UCA5 – Los Angeles, CA
- 30. UCA6 – San Diego, CA
- 31. UCA8 – Berkeley, CA
- 32. UCA9 – Sacramento, CA
- 33. UIL1 – Chicago, IL
- 34. UNV1 – Las Vegas, NV



**Schedule C**

**Fees Payable by Amazon**

**Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, and UCA5	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA4, UCA6, and UCA9	2 hours	\$43.70	\$5.00	\$48.70
	4 hours	\$92.40	\$5.00	\$97.40
	6 hours	\$141.10	\$5.00	\$146.10
	8 hours	\$189.80	\$5.00	\$194.80
	9 hours	\$214.15	\$5.00	\$219.15
	10 hours	\$238.50	\$5.00	\$243.50
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$5.00 per delivery for Amazon Fresh deliveries only, effective as of September 4, 2016.



**Part II – Parcel**

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DAU1	5.5 hours	\$198.36	\$5.00	\$1,800.00	See below.
	6.5 hours	\$206.70	\$5.00		
	7.5 hours	\$219.78	\$5.00		
	8.5 hours	\$241.98	\$5.00		
	9.5 hours	\$263.84	\$5.00		
	10.5 hours	\$312.48	\$5.00		
	Same Day Planned Route (6.5 hours)	\$198.36	\$5.00		
DCH1	5.5 hours	\$214.70	\$5.00	\$1,800.00	See below.
	6.5 hours	\$237.30	\$5.00		
	7.5 hours	\$259.90	\$5.00		
	8.5 hours	\$282.50	\$5.00		
	9.5 hours	\$306.23	\$5.00		
	10.5 hours	\$332.22	\$5.00		
	Same Day Planned Route (6.5 hours)	\$222.60	\$5.00		
DCH2, and DCH3	5.5 hours	\$212.80	\$5.00	\$1,800.00	See below.
	6.5 hours	\$235.20	\$5.00		
	7.5 hours	\$257.60	\$5.00		
	8.5 hours	\$280.00	\$5.00		
	9.5 hours	\$303.52	\$5.00		
	10.5 hours	\$329.28	\$5.00		
	Same Day Planned Route (6.5 hours)	\$291.76	\$5.00		
DDA1, DDA2, and DDA3	5.5 hours	\$182.78	\$5.00	\$1,800.00	See below.
	6.5 hours	\$206.08	\$5.00		
	7.5 hours	\$217.84	\$5.00		
	8.5 hours	\$246.40	\$5.00		
	9.5 hours	\$273.28	\$5.00		
	10.5 hours	\$281.23	\$5.00		



	Same Day Planned Route (5.5 hours)	\$182.78	\$5.00		
DLA1, DLA2, DLA3, DLA4	5.5 hours	\$190.34	\$5.00	\$1,800.00	See below.
	6.5 hours	\$205.40	\$5.00		
	7.5 hours	\$220.46	\$5.00		
	8.5 hours	\$247.57	\$5.00		
	9.5 hours	\$271.67	\$5.00		
	10.5 hours	\$295.77	\$5.00		
	Same Day Planned Route (6 hours)	Your Vehicle: \$205.4	\$5.00		
Delivery Associate Personal Vehicle: \$205.40					
DLA8	5.5 hours	\$194.37	\$5.00	\$1,800.00	See below.
	6.5 hours	\$209.73	\$5.00		
	7.5 hours	\$225.09	\$5.00		
	8.5 hours	\$252.75	\$5.00		
	9.5 hours	\$277.33	\$5.00		
	10.5 hours	\$301.91	\$5.00		
	Same Day Planned Route (6 hours)	Your Vehicle: \$194.36	\$5.00		
Delivery Associate Personal Vehicle: \$194.36					
DLA9	5.5 hours	\$190.63	\$5.00	\$1,800.00	See below.
	6.5 hours	\$205.70	\$5.00		
	7.5 hours	\$220.76	\$5.00		
	8.5 hours	\$247.88	\$5.00		
	9.5 hours	\$271.99	\$5.00		
	10.5 hours	\$296.10	\$5.00		
	Same Day Planned Route (6 hours)	Your Vehicle: \$210.95	\$5.00		





		Delivery Associate Personal Vehicle: \$210.95			
DSF4	5.5 hours	\$206.25	\$5.00	\$1,800.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$325.00	\$5.00		
	Same Day Planned Route (5.5 hours)	\$210.00	\$5.00		
DSF5	5.5 hours	\$233.96	\$5.00	\$1,800.00	See below.
	6.5 hours	\$252.40	\$5.00		
	7.5 hours	\$270.83	\$5.00		
	8.5 hours	\$304.01	\$5.00		
	9.5 hours	\$333.51	\$5.00		
	10.5 hours	\$363.00	\$5.00		
	Same Day Planned Route (5.5 hours)	\$252.66	\$5.00		
SAT5	5.5 hours	\$183.75	\$5.00	\$1,800.00	See below.
	6.5 hours	\$206.25	\$5.00		
	7.5 hours	\$219.07	\$5.00		
	8.5 hours	\$236.53	\$5.00		
	9.5 hours	\$257.73	\$5.00		
	10.5 hours	\$282.81	\$5.00		
	Helper (if applicable)	\$135.32	N/A		
	Same Day Planned Route (5.5 hours)	\$183.75	\$5.00		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to



calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon's route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.

3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel's control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$29.00 per hour at DDA1, DDA2, and DDA3, (b) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (c) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (d) \$28.70 per hour at DLA8 and DLA9, (e) \$28.50 per hour at DMI1, DMI2, and DMI3, (f) \$27.80 per hour at DSD1 and DSD2, (g) \$32.00 per hour at DSF3, (h) \$32.50 per hour at DSF4 and DSF5, (i) \$28.00 per hour at SAT5, and (j) \$30.00 per hour at DAU1.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a "Training Route"), Amazon will pay you (a) \$189.60 per Training Route at DDA1, DDA2, and DDA3, (b) \$194.35 per Training Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (c) \$160.00 per Training Route at DMI1, DMI2, and DMI3, (d) \$179.01 per Training Route at DSD1 and DSD2, (e) \$210.64 per Training Route at DSF3, (f) \$214.67 per Training Route at DSF4 and DSF5, (g) \$207.91 per Training Route at DSF6, (h) \$161.56 per Training Route at SAT5, and (i) \$173.63 per Training Route at DAU1.



**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47



## EXHIBIT 20

**Eighteenth Amendment  
to Work Order  
under the Delivery Provider Terms of Service**

This Eighteenth Amendment to Work Order (this “Eighteenth Amendment”) is effective as of April 30, 2017, and amends that certain Work Order, dated as of September 2, 2015, as amended by the First Amendment to Work Order, dated as of September 30, 2015, the Second Amendment to Work Order, dated as of October 19, 2015, the Third Amendment to Work Order, dated as of October 19, 2015, the Fourth Amendment to Work Order, dated as of January 17, 2016, the Fifth Amendment to Work Order, dated as of February 14, 2016, the Sixth Amendment to Work Order, dated as of February 19, 2016, the Seventh Amendment to Work Order, dated as of April 10, 2016, the Eighth Amendment to Work Order, dated as of April 22, 2016, the Ninth Amendment to Work Order, dated as of May 11, 2016, the Tenth Amendment to Work Order, dated as of June 2, 2016, the Eleventh Amendment to Work Order, dated as of July 26, 2016, the Twelfth Amendment to Work Order, dated as of August 14, 2016, the Thirteenth Amendment to Work Order, dated as of August 28, 2016, the Fourteenth Amendment to Work Order, dated as of September 18, 2016, the Fifteenth Amendment to Work Order, dated as of September 18, 2016, the Sixteenth Amendment to Work Order, dated as of January 1, 2017, and the Seventeenth Amendment to Work Order, dated as of April 9, 2017 (the “Work Order”), by and between Scoobeez, Inc., a California corporation (“you”) and Amazon Logistics, Inc., a Delaware corporation (“Amazon”). All capitalized terms used and not defined in this Eighteenth Amendment have the respective meanings assigned to such terms in the Delivery Provider Terms of Service to which you agreed on the Delivery Provider Platform (as the same may be amended, modified, or supplemented from time to time, the “Terms”).

1. **Amendment to Schedule B.** Schedule B to the Work Order is hereby deleted in its entirety and replaced with Schedule B attached hereto.
2. **Amendment to Schedule C.** Schedule C to the Work Order is hereby deleted in its entirety and replaced with Schedule C attached hereto.
3. **No Other Amendments; Conflicts.** Except as expressly amended hereby, the Work Order remains in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Eighteenth Amendment and the terms of the Work Order, the terms of this Eighteenth Amendment will control.

[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Eighteenth Amendment.

**Amazon Logistics, Inc.**

DocuSigned by:  
By: Penny Register-Shaw  
Name: Penny Register-Shaw  
Title: Director Contractor Relations  
Date Signed: May 5, 2017

**Scoobeez, Inc.**

DocuSigned by:  
By: Shahan Ohanessian  
Name: Shahan Ohanessian  
Title: CEO  
Date Signed: May 2, 2017

[Signature Page to Eighteenth Amendment to Work Order]



**Schedule B****Distribution Points**

1. DAU1 – Austin, TX
2. DCH1 – Alsip, IL
3. DCH2 – Chicago, IL
4. DCH3 – Lisle, IL
5. DDA1 – Farmers Branch, TX
6. DDA2 – Garland, TX
7. DDA3 – Ft. Worth, TX
8. DLA1 – Inglewood, CA
9. DLA2 – Buena Park, CA
10. DLA3 – Commerce, CA
11. DLA4 – Los Angeles, CA
12. DLA7 – Site location TBD
13. DLA8 – Hawthorne, CA
14. DLA9 – Irvine, CA
15. DMI1 – Miami, FL
16. DMI2 – Miami Gardens, FL
17. DMI3 – Miami, FL
18. DSD1 – San Diego, CA
19. DSD2 – Carlsbad, CA
20. DSD3 – San Diego, CA
21. DSF3 – San Jose, CA
22. DSF4 – San Leandro, CA
23. DSF5 – San Francisco, CA
24. DSF6 – Richmond, CA



- 25. SAT5 – San Antonio, TX
- 26. UCA1 – San Francisco, CA
- 27. UCA2 – Redondo Beach, CA
- 28. UCA3 – Los Angeles, CA
- 29. UCA4 – Irvine, CA
- 30. UCA5 – Los Angeles, CA
- 31. UCA6 – San Diego, CA
- 32. UCA8 – Berkeley, CA
- 33. UCA9 – Sacramento, CA
- 34. UIL1 – Chicago, IL
- 35. UNV1 – Las Vegas, NV





**Schedule C****Fees Payable by Amazon****Part I – Prime Now**

<b>Distribution Point</b>	<b>Duration of Planned Route</b>	<b>Fees for Services (per Planned Route)</b>	<b>Uniform and Vehicle Brand Promotion Fee (per Planned Route)</b>	<b>Total (per Planned Route)</b>
UCA1	4.5 hours	\$102.00	\$5.00	\$107.00
	6.5 hours	\$155.50	\$5.00	\$160.50
	8.5 hours	\$209.00	\$5.00	\$214.00
	10.5 hours	\$262.50	\$5.00	\$267.50
UCA2, UCA3, and UCA5	4.5 hours	\$86.04	\$5.00	\$91.04
	6.5 hours	\$131.56	\$5.00	\$136.56
	8.5 hours	\$177.08	\$5.00	\$182.08
	10.5 hours	\$222.60	\$5.00	\$227.60
UCA4, UCA6, and UCA9	2 hours	\$43.70	\$5.00	\$48.70
	4 hours	\$92.40	\$5.00	\$97.40
	6 hours	\$141.10	\$5.00	\$146.10
	8 hours	\$189.80	\$5.00	\$194.80
	9 hours	\$214.15	\$5.00	\$219.15
	10 hours	\$238.50	\$5.00	\$243.50
UCA8	4.5 hours	\$97.60	\$5.00	\$102.60
	6.5 hours	\$148.90	\$5.00	\$153.90
	8.5 hours	\$200.20	\$5.00	\$205.20
	10.5 hours	\$251.50	\$5.00	\$256.50
UIL1	4.5 hours	\$88.56	\$5.00	\$93.56
	5.5 hours	\$111.95	\$5.00	\$116.95
	6.5 hours	\$135.34	\$5.00	\$140.34
	8.5 hours	\$182.12	\$5.00	\$187.12
	9.5 hours	\$205.51	\$5.00	\$210.51
	10.5 hours	\$228.90	\$5.00	\$233.90
UNV1	4.5 hours	\$73.00	\$5.00	\$78.00
	6.5 hours	\$112.00	\$5.00	\$117.00
	8.5 hours	\$151.00	\$5.00	\$156.00
	10.5 hours	\$190.00	\$5.00	\$195.00

At UCA8, in addition to the applicable Planned Route rate set forth in the table above, Amazon will pay you \$5.00 per delivery for Amazon Fresh deliveries only, effective as of September 4, 2016.



**Part II – Parcel**

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DAU1	5.5 hours	\$198.36	\$5.00	\$1,800.00	See below.
	6.5 hours	\$206.70	\$5.00		
	7.5 hours	\$219.78	\$5.00		
	8.5 hours	\$241.98	\$5.00		
	9.5 hours	\$263.84	\$5.00		
	10.5 hours	\$312.48	\$5.00		
	Same Day Planned Route (6.5 hours)	\$198.36	\$5.00		
DCH1	5.5 hours	\$214.70	\$5.00	\$1,800.00	See below.
	6.5 hours	\$237.30	\$5.00		
	7.5 hours	\$259.90	\$5.00		
	8.5 hours	\$282.50	\$5.00		
	9.5 hours	\$306.23	\$5.00		
	10.5 hours	\$332.22	\$5.00		
	Same Day Planned Route (6.5 hours)	\$222.60	\$5.00		
DCH2, and DCH3	5.5 hours	\$212.80	\$5.00	\$1,800.00	See below.
	6.5 hours	\$235.20	\$5.00		
	7.5 hours	\$257.60	\$5.00		
	8.5 hours	\$280.00	\$5.00		
	9.5 hours	\$303.52	\$5.00		
	10.5 hours	\$329.28	\$5.00		
	Same Day Planned Route (6.5 hours)	\$291.76	\$5.00		
DDA1, DDA2, and DDA3	5.5 hours	\$182.78	\$5.00	\$1,800.00	See below.
	6.5 hours	\$206.08	\$5.00		
	7.5 hours	\$217.84	\$5.00		
	8.5 hours	\$246.40	\$5.00		
	9.5 hours	\$273.28	\$5.00		
	10.5 hours	\$281.23	\$5.00		



	Same Day Planned Route (5.5 hours)	\$182.78	\$5.00		
DLA1, DLA2, DLA3, DLA4	5.5 hours	\$190.34	\$5.00	\$1,800.00	See below.
	6.5 hours	\$205.40	\$5.00		
	7.5 hours	\$220.46	\$5.00		
	8.5 hours	\$247.57	\$5.00		
	9.5 hours	\$271.67	\$5.00		
	10.5 hours	\$295.77	\$5.00		
	Same Day Planned Route (6 hours)	Your Vehicle: \$205.4  Delivery Associate Personal Vehicle: \$205.40	\$5.00		
DLA8	5.5 hours	\$194.37	\$5.00	\$1,800.00	See below.
	6.5 hours	\$209.73	\$5.00		
	7.5 hours	\$225.09	\$5.00		
	8.5 hours	\$252.75	\$5.00		
	9.5 hours	\$277.33	\$5.00		
	10.5 hours	\$301.91	\$5.00		
	Same Day Planned Route (6 hours)	Your Vehicle: \$194.36  Delivery Associate Personal Vehicle: \$194.36	\$5.00		
DLA9	5.5 hours	\$190.63	\$5.00	\$1,800.00	See below.
	6.5 hours	\$205.70	\$5.00		
	7.5 hours	\$220.76	\$5.00		
	8.5 hours	\$247.88	\$5.00		
	9.5 hours	\$271.99	\$5.00		
	10.5 hours	\$296.10	\$5.00		
	Same Day Planned Route (6 hours)	Your Vehicle: \$210.95	\$5.00		



		Delivery Associate Personal Vehicle: \$210.95			
DSD1, DSD2, and DSD3	5.5 hours	\$188.99	\$5.00	\$1,800.00	See below.
	6.5 hours	\$201.99	\$5.00		
	7.5 hours	\$217.99	\$5.00		
	8.5 hours	\$220.99	\$5.00		
	9.5 hours	\$228.99	\$5.00		
	10.5 hours	\$279.99	\$5.00		
DSF4	5.5 hours	\$206.25	\$5.00	\$1,800.00	See below.
	6.5 hours	\$222.50	\$5.00		
	7.5 hours	\$238.75	\$5.00		
	8.5 hours	\$268.00	\$5.00		
	9.5 hours	\$294.00	\$5.00		
	10.5 hours	\$325.00	\$5.00		
	Same Day Planned Route (5.5 hours)	\$210.00	\$5.00		
DSF5	5.5 hours	\$233.96	\$5.00	\$1,800.00	See below.
	6.5 hours	\$252.40	\$5.00		
	7.5 hours	\$270.83	\$5.00		
	8.5 hours	\$304.01	\$5.00		
	9.5 hours	\$333.51	\$5.00		
	10.5 hours	\$363.00	\$5.00		
	Same Day Planned Route (5.5 hours)	\$252.66	\$5.00		
SAT5	5.5 hours	\$183.75	\$5.00	\$1,800.00	See below.
	6.5 hours	\$206.25	\$5.00		
	7.5 hours	\$219.07	\$5.00		
	8.5 hours	\$236.53	\$5.00		
	9.5 hours	\$257.73	\$5.00		
	10.5 hours	\$282.81	\$5.00		
	Helper (if applicable)	\$135.32	N/A		
	Same Day Planned Route (5.5 hours)	\$183.75	\$5.00		



1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Part II of Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be based on the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the prior calendar month, provided that if there is insufficient data to calculate average planned miles for the prior calendar month, mileage will be based on an estimate of the average planned miles (based on Amazon’s route planning technology) for all Planned Routes originating from the applicable Distribution Point during the current calendar month.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.
4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days’ prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel’s control may make it impractical to complete a 10.5-hour Planned Route in no more than 10.5 hours. Such factors may include the late arrival of a line haul to the Distribution Point and increased volumes on Planned Routes. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time exceeding 10.5 hours at a rate equal to (a) \$29.00 per hour at DDA1, DDA2, and DDA3, (b) \$31.00 per hour at DCH1, DCH2, DCH3, and DSF6, (c) \$27.60 per hour at DLA1, DLA2, DLA3, DLA4, and DLA7, (d) \$28.70 per hour at DLA8 and DLA9, (e) \$28.50 per hour at DMI1, DMI2, and DMI3, (f) \$27.80 per hour at DSD1, DSD2 and DSD3, (g) \$32.00 per hour at DSF3, (h) \$32.50 per hour at DSF4 and DSF5, (i) \$28.00 per hour at SAT5, and (j) \$30.00 per hour at DAU1.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a “Training Route”), Amazon will pay you (a) \$189.60 per Training Route at DDA1, DDA2, and DDA3, (b) \$194.35 per Training

Route at DLA1, DLA2, DLA3, DLA4, DLA7, DLA8, and DLA9, (c) \$160.00 per Training Route at DMI1, DMI2, and DMI3, (d) \$179.01 per Training Route at DSD1, DSD2 and DSD3, (e) \$210.64 per Training Route at DSF3, (f) \$214.67 per Training Route at DSF4 and DSF5, (g) \$207.91 per Training Route at DSF6, (h) \$161.56 per Training Route at SAT5, and (i) \$173.63 per Training Route at DAU1.




**Attachment 1 to Part II of Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
\$1.20	\$1.32	\$0.11
\$1.33	\$1.45	\$0.12
\$1.46	\$1.58	\$0.13
\$1.59	\$1.71	\$0.14
\$1.72	\$1.84	\$0.15
\$1.85	\$1.97	\$0.16
\$1.98	\$2.10	\$0.17
\$2.11	\$2.23	\$0.18
\$2.24	\$2.36	\$0.19
\$2.37	\$2.49	\$0.20
\$2.50	\$2.62	\$0.21
\$2.63	\$2.75	\$0.22
\$2.76	\$2.88	\$0.23
\$2.89	\$3.01	\$0.24
\$3.02	\$3.14	\$0.25
\$3.15	\$3.27	\$0.26
\$3.28	\$3.40	\$0.27
\$3.41	\$3.53	\$0.28
\$3.54	\$3.66	\$0.29
\$3.67	\$3.79	\$0.30
\$3.80	\$3.92	\$0.31
\$3.93	\$4.05	\$0.32
\$4.06	\$4.18	\$0.33
\$4.19	\$4.31	\$0.34
\$4.32	\$4.44	\$0.35
\$4.45	\$4.57	\$0.36
\$4.58	\$4.70	\$0.37
\$4.71	\$4.83	\$0.38
\$4.84	\$4.96	\$0.39
\$4.97	\$5.09	\$0.40
\$5.10	\$5.22	\$0.41
\$5.23	\$5.35	\$0.42
\$5.36	\$5.48	\$0.43
\$5.49	\$5.61	\$0.44
\$5.62	\$5.74	\$0.45
\$5.75	\$5.87	\$0.46
\$5.88	\$6.00	\$0.47

# **EXHIBIT B**



 KeyCite Yellow Flag - Negative Treatment  
Disagreed With by [Dick Broadcasting Co., Inc. of Tennessee v. Oak Ridge FM, Inc.](#), Tenn., January 17, 2013

84 Wash.App. 755  
Court of Appeals of Washington,  
Division 1.

Elmer JOHNSON and his marital community;  
Robert Lenhart and his marital community;  
d/b/a Little Deli Mart, Appellants,  
v.  
M.P. YOUSOOFIAN and Jane Doe  
Yousoofian, his wife, and the marital  
community composed thereof, Respondents.

No. 35860-O-I.

|  
Dec. 16, 1996.

|  
Order Granting in Part Motion  
to Publish Jan. 29, 1997.

### Synopsis

Lessees brought action for declaratory relief and damages for breach of commercial lease and intentional interference with business expectancy, based on lessor's failure to consent to lease assignment. The Superior Court, King County, Sally Passette, J., entered judgment in favor of lessor and denied lessee's motion to reconsider. Lessees appealed. The Court of Appeals, Coleman, J., held that: (1) lease requiring lessee to obtain lessor's consent to assignment imposed no implied covenant of good faith requiring lessor to be reasonable in refusing such consent, and (2) fact that lessor withheld consent to assignment of lease did not support lessees' claim of tortious interference with business expectancy.

Affirmed.

West Headnotes (7)

#### [1] Landlord and Tenant

##### Reasonableness

Lease containing unqualified requirement that lessee obtain lessor's consent to any assignment imposed no implied covenant of good faith requiring lessor to be reasonable in refusing such

consent, despite provision in lease giving lessor right of first refusal on any offer to purchase lessee's business; right of first refusal did not impose duty to consent to contemporaneous lease assignment.

[4 Cases that cite this headnote](#)

#### [2] Contracts

##### Terms implied as part of contract

Duty of good faith exists only in relation to performance of specific contract terms, and does not obligate party to accept new obligations.

[25 Cases that cite this headnote](#)

#### [3] Contracts

##### Terms implied as part of contract

Implied duty of good faith is derivative, in that it applies to performance of specific contract obligations; if there is no contractual duty, there is nothing that must be performed in good faith.

[30 Cases that cite this headnote](#)

#### [4] Landlord and Tenant

##### Consent of Lessor, and Waiver Thereof

Parties to lease are free to negotiate standard governing landlord's decision to grant or refuse consent to assignment.

[1 Cases that cite this headnote](#)

#### [5] Torts

##### Landlord and tenant

Fact that lessor withheld consent to assignment of lease to prospective purchaser of lessee's business did not support lessees' claim of tortious interference with business expectancy, where lease required that lessee obtain lessor's consent to any assignment and imposed no explicit duty on lessor to be reasonable in refusing such consent.

[3 Cases that cite this headnote](#)

#### [6] Torts

🔑 Business relations or economic advantage,  
in general

#### Torts

🔑 Contracts

#### Torts

🔑 Prospective advantage, contract or relations;  
expectancy

Prima facie elements of tortious interference with business expectancy are existence of valid contractual relationship or business expectancy; knowledge of relationship or expectancy on part of interferer; intentional interference inducing or causing breach or termination of relationship or expectancy; that defendant interfered for improper purpose or used improper means; and resultant damage.

1 Cases that cite this headnote

#### [7] Torts

🔑 Burden of proof

Once elements of tortious interference with business expectancy are established, interferer bears burden of legally justifying interference or establishing claim of privilege.

1 Cases that cite this headnote

#### Attorneys and Law Firms

**\*\*922 \*755** David Balint and David Gossard, De Funis & Balint, P.S., Seattle, for Appellants.

Jeffrey Broihier, Broihier & Wotipka, Seattle, for Respondents.

#### OPINION

**\*756** COLEMAN, Judge.

Elmer Johnson and Robert Lenhart argue that the trial court erred in holding that their landlord, M.P. Yousoofian, had no implied duty to act in good faith under a lease provision that prohibited assignment without the landlord's consent. They also claim that the trial court erred in holding that they failed to prove tortious interference with a business

expectancy, because without Yousoofian's consent to the lease assignment, a prospective sale of the lessees' business failed to close. We affirm.

#### FACTS

Johnson and Lenhart own and operate a business known as Little Deli Mart, which includes a number of stores that sell sandwiches and deli food. In 1982, they opened the first Little Deli Mart at 2701 Airport Way South, Seattle, Washington. This property was and is owned by M.P. Yousoofian, who granted Johnson and Lenhart a ten-year lease with an option for five additional years.

Sometime in 1991, Johnson and Lenhart agreed that they would sell their Little Deli Mart stores one at a time. By letter dated November 25, 1991, however, the lessees wrote to Yousoofian to express their desire to enter into a new ten-year lease for the Airport Way property. Although Yousoofian was initially only willing to grant the five-year extension under the original lease, he ultimately agreed to a new ten-year lease, which was executed on May 6, 1992.

The new lease included an assignment clause that was identical to that of the original lease. Paragraph 12 provided in relevant part:

**\*757** Lessee shall not ... assign this lease or any part thereof without the written consent of the Lessor, or Lessor's agents. In the event of any assignment so consented to, a minimum charge of 10% of one month's rent shall be made by M.P. YOUSOOFIAN for their [*sic*] services in transferring or assigning this lease, and shall be paid by Lessee. This lease shall not be assignable by operation of law.

In June 1992, Johnson and Lenhart advised their real estate broker, Sam Yun, that they wished to sell the Airport Way business. Yun soon found a prospective purchaser, James Y. Lee, who agreed to purchase the business for \$320,000, contingent upon Yousoofian's consent to a lease assignment. The purchase agreement stated a closing date of September 30, 1992. On August 18, 1992, the lessees sent a registered letter to Yousoofian informing him of the purchase terms and of his contractual right of first refusal, but they did not request consent to assign the lease to Lee.

On July 27, 1992, the Airport Way building's insurer, Unigard Insurance, had expressed concern to Yousoofian's agent, Susan Thompson, about perceived structural problems. Thompson inspected the building with Yousoofian on August 21, 1992. Yousoofian informed Thompson that the lessees would be making improvements on the building that would address Unigard's concerns. Thompson persuaded Unigard to continue insuring property. In an August 25, 1992, letter to the lessees, Yousoofian requested a prompt reply as to the date they would begin remodeling the building, but he did not mention the proposed sale of the business to Lee.

When the lessees failed to respond to this letter, Yousoofian mailed it again on September 8, 1992, with a postscript again requesting response to the remodeling question. The lessees replied by letter dated September 10, 1992, that they intended to repair a sagging canopy, but the letter made no mention of remodeling the building. On September 21, 1992, Yousoofian's attorney wrote to the lessees, reiterating his client's request \*\*923 for a timetable of the expected remodel. Again, no reply followed.

\*758 On September 28, 1992, the lessees had still not requested Yousoofian's consent to assignment. They signed an addendum to the purchase and sale agreement with Lee, extending the closing date to October 15, 1992. The lessees' attorney then prepared a letter requesting Yousoofian's signature on an Assignment of Lease form. The letter, dated October 5, 1992, made no mention of remodeling.

On October 9, 1992, Yousoofian's attorney wrote a letter to the lessees' attorney, stating that Yousoofian had relied on the lessees' promise to remodel when he agreed to the new lease and that he would not discuss any lease assignment until the remodel matter was resolved. The lessees did not reply to this letter. On October 27, 1992, the lessees' attorney again requested Yousoofian's written consent to assignment, but the letter did not mention the remodel issue.

On October 27, 1992, a commercial lender approved Lee's purchase loan request subject to receipt of the written consent to lease assignment and a consent to encumber per Small Business Administration requirements. The lessees' attorney wrote to Yousoofian's attorney on October 30, 1992, again requesting consent to the assignment and offering to place \$90,000 of the Little Deli Mart sale proceeds in escrow. Yousoofian's attorney responded by letter dated November 4, 1992, that Yousoofian would not consent to any assignment until the remodeling issue was resolved.

On November 4, 1992, Lee offered to further extend the sale closing date, but lowered his purchase offer to \$300,000. Johnson and Lenhart rejected the offer. Their attorney again wrote to Yousoofian's attorney requesting a consent to assignment, offering \$8,000 as consideration. Yousoofian rejected this offer by letter dated November 9, 1992. The parties made no further communications.

On November 17, 1992, Johnson and Lenhart commenced this action for declaratory relief and damages for breach of lease and intentional interference with business \*759 expectancy. Six days later, the Lee purchase and sale agreement was rescinded. On June 3, 1993, the court granted partial summary judgment for the lessees, holding that the lease contained no requirement that the lessees remodel the premises. The order provided that Yousoofian's right to refuse consent to assignment was governed by lease paragraph 12, and reserved all other issues for trial. Within two months, Yousoofian consented to an assignment of the remaining lease term to another purchaser, who bought the Airport Way Store for \$235,000.

At trial, the court ruled that:

Paragraph 12 of the lease does not impose an obligation on the Defendant to consent to assignment of the lease. Paragraph 12 rather imposes a prohibition upon tenants from assigning the lease without the written consent of the landlord. Under Paragraph 12, the Defendant was legally privileged to withhold consent.

The court added that the implied covenant of good faith imposed no duty to consent to any proposed assignment without an express contractual obligation. Holding additionally that the lessees had failed to prove improper interference with a business expectancy, the court awarded \$25,000 in attorney fees to Yousoofian, subject to an offset of \$7,500 for the lessees' fees in the partial summary judgment proceeding. The award was made pursuant to a lease provision. The court denied the lessees' motion to reconsider.

shall be made by the lessors for said assignment.”

### ANALYSIS

[1] The central issue here is whether the implied covenant of good faith requires a landlord to be reasonable in refusing consent to a lease assignment, when the lease prohibits assignment without the landlord's consent but imposes no explicit standard of conduct.

Paragraph 12 is an unqualified prohibition on assignment by the lessees without the landlord's consent. \*760 The lessees argue that under the implied covenant of good faith, a landlord may not arbitrarily refuse consent to proposed assignments. Yousoofian argues that paragraph 12 imposes no obligation to consent to any assignment, so that he has no duty to which the implied covenant of good faith can attach. Contract interpretation is a matter of law that this \*\*924 court reviews *de novo* on appeal. *Absher Constr. Co. v. Kent School Dist.*, 415, 77 Wash.App. 137, 890 P.2d 1071 (1995). We agree with Yousoofian and affirm.

This issue was resolved by the Supreme Court in *Alwen v. Tramontin*, 131 Wash. 78, 228 P. 851, 40 A.L.R. 551 (1924), and *Coulos v. Desimone*, 34 Wash.2d 87, 208 P.2d 105 (1949). Both cases held that a lease's unqualified requirement of the landlord's consent to the tenant's assignment imposes no duty on the landlord to be reasonable in refusing consent. *Alwen*, 131 Wash. at 81, 228 P. 851; *Coulos*, 34 Wash.2d at 98–99, 208 P.2d 105. No subsequent Washington case has revisited the issue. But since *Alwen* and *Coulos* were decided, courts have recognized an implied duty to perform all contractual duties in good faith. *E.g.*, *Miller v. Othello Packers, Inc.*, 67 Wash.2d 842, 844, 410 P.2d 33 (1966). The dispute here centers on the effect of this development on the reasoning of *Alwen* and *Coulos*.

In *Alwen*, tenants leased an apartment house for \$1,000 per month. *Alwen*, 131 Wash. at 79, 228 P. 851. The lease contained an assignment clause almost identical to paragraph 12 at issue in this case:

“Neither this lease nor any part thereof shall be assigned ... without the written consent of the lessors, or their agents, being indorsed thereon. But in case an assignment of this lease is consented to by said lessors, a charge of not to exceed ten percent of one month's rent

*Alwen*, 131 Wash. at 79, 228 P. 851. The original tenants subsequently assigned the lease, with the landlord's consent, to John Alwen. *Alwen*, 131 Wash. at 79, 228 P. 851. Alwen then contracted to sell the lease to another party for \$400. *Alwen*, 131 Wash. at 79, 228 P. 851. When Alwen sought the landlord's consent to the \*761 assignment, the landlord demanded \$800 consideration, which Alwen paid under protest. *Alwen*, 131 Wash. at 79, 228 P. 851. After the assignment was complete, Alwen brought suit against the landlord to recover \$700, the difference between the amount he paid the landlord and the assignment charge the lease required. *Alwen*, 131 Wash. at 79, 228 P. 851.

The Supreme Court held that despite the provision for a ten percent charge, the landlord had acted within his rights in exacting greater consideration for his consent. *Alwen*, 131 Wash. at 80, 228 P. 851. It reasoned that the lease, requiring the landlord's consent before the lease could be assigned, imposed no duty on the landlord. *Alwen*, 131 Wash. at 80–81, 228 P. 851. Thus, imposing conditions on his consent was not a legal basis for complaint, “however much [Alwen] or others may think the exaction was not justified in morals.” *Alwen*, 131 Wash. at 80, 228 P. 851.

In 1949, the Supreme Court affirmed the view that a landlord's consent may be arbitrarily refused. *Coulos v. Desimone*, 34 Wash.2d at 99, 208 P.2d 105. The court acknowledged that lease covenants requiring the landlord's consent to assignment are restraints on alienation and should be strictly construed. *Coulos*, 34 Wash.2d at 95, 208 P.2d 105. But it held that because nothing in the contract qualified the prohibition on assignment without consent, the landlord had “the full and arbitrary right to refuse to give his consent to an assignment, irrespective of the character of the proposed assignee and although he is actuated by mere caprice or whim.” *Coulos*, 34 Wash.2d at 98, 208 P.2d 105 (quoting 32 Am.Jur. *Landlord & Tenant*, § 343 (1941)).

[2] Although *Alwen* and *Coulos* have never been expressly overruled, Johnson and Lenhart argue that the court's subsequent recognition of the implied duty of good faith and fair dealing in the performance of all contractual duties should alter their result. They concede that the duty of good faith “exists only in relation to the performance of specific contract terms and does not obligate [a] party to accept new

obligations,” citing *Miller v. U.S. Bank of Washington*, 72 Wash.App. 416, 425, 865 P.2d 536 (1994). \*762 But they argue that Yousoofian assumed the obligation to consent to reasonable assignments under the contract.

The lessees point to Yousoofian's contractual right of first refusal concerning any offer to purchase the Airport Way store. They claim that, reading the contract as a whole, \*\*925 this provision is “rendered meaningless” if Yousoofian has the right to thwart the sale of the business by refusing consent to assign the lease to the prospective buyer. They conclude that the right of first refusal provision proves that the lease contemplated the possible sale of the Little Deli Mart, and thus imposes a duty to consent to a contemporaneous lease assignment.

[3] [4] The lessees' argument must fail. The implied duty of good faith is derivative, in that it applies to the performance of specific contract obligations. *Miller*, 72 Wash.App. at 426 n. 5, 865 P.2d 536; see also *Betchard-Clayton, Inc. v. King*, 41 Wash.App. 887, 890, 707 P.2d 1361, review denied, 104 Wash.2d 1027 (1985). If there is no contractual duty, there is nothing that must be performed in good faith. Contrary to the lessees' characterization of the trial court's ruling in this case, it did not create an exception to the good faith requirement for landlord-tenant leases. This lease simply does not impose an obligation on the landlord to consent to any assignment sought by the lessees. We observe that the parties to a lease are free to negotiate a standard governing the landlord's decision to grant or refuse consent. See, e.g., *Ernst Home Center, Inc. v. Sato*, 80 Wash.App. 473, 476, 910 P.2d 486 (1996) (lease providing that consent to assignment “shall not be unreasonably withheld”).

Johnson and Lenhart correctly point out that a growing number of courts have adopted the Restatement view that landlords cannot unreasonably withhold consent under assignment clauses like paragraph 12. Restatement of Property Second § 15.2(2) (1977). But this is the minority view and contrary to established Washington law. This court is bound by the holdings in *Alwen* and *Coulos*. While giving landlords the right to arbitrarily refuse \*763 consent to a lease assignment may lead to harsh or inequitable results in some cases, we are not at liberty to overrule Supreme Court precedent.

[5] This conclusion forecloses the lessees' argument that the trial court erroneously dismissed their tortious interference claim. Because Yousoofian had an absolute privilege to refuse consent to assignment under the lease, we affirm the judgment for Yousoofian on this tort claim.

[6] [7] The tort of interference with a business expectancy prohibits wrongful interference of valid contractual expectancies by third parties. The *prima facie* elements are: (1) the existence of a valid contractual relationship or business expectancy; (2) knowledge of the relationship or expectancy on the part of the interferor; (3) intentional interference inducing or causing a breach or termination of the relationship or expectancy; (4) that the defendant interfered for an improper purpose or used improper means; and (5) resultant damage. *Sintra, Inc. v. City of Seattle*, 119 Wash.2d 1, 28, 829 P.2d 765, cert. denied, *Robinson v. City of Seattle*, 506 U.S. 1028, 113 S.Ct. 676, 121 L.Ed.2d 598 (1992). Once these elements are established, the interferor bears the burden of legally justifying the interference or establishing a claim of privilege. *Pleas v. City of Seattle*, 112 Wash.2d 794, 774 P.2d 1158 (1989).

The trial court held that Yousoofian was legally privileged to withhold consent to assignment of the lease under paragraph 12. Johnson and Lenhart's challenge to this conclusion is based on the earlier partial summary judgment order, which rejected Yousoofian's claim for rescission for the lessees' failure to remodel the premises. They claim that this order removed Yousoofian's “only excuse” to refuse consent. While the order precluded Yousoofian from asserting the alleged oral agreement, paragraph 12 of the lease gives Yousoofian the right to refuse consent to any assignment for any reason.

We affirm.

The remainder of this opinion has no precedential value. Therefore, it will be filed for public record in accordance with the rules governing unpublished opinions.

WEBSTER and COX, JJ., concur.

#### All Citations

84 Wash.App. 755, 930 P.2d 921

# EXHIBIT C



**McCabe, Micah**

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**From:** Amazon Logistics Compliance  
**Sent:** Monday, May 13, 2019 10:54 AM  
**To:** Amazon Logistics Compliance  
**Subject:** Policy Reminder: DSP Ownership Transfer

It has come to our attention that certain DSPs have acquired, or are intending to acquire, the Amazon-related businesses of other DSPs. As a reminder, all DSP contracts prohibit the sale or assignment of a DSP's Amazon-related business to another DSP or any other third party without Amazon's prior written consent. Any such sale or assignment that is carried out without Amazon's prior written consent constitutes a breach of your DSP contract and may result in termination of your DSP contract. If your company intends to acquire the Amazon-related business of another DSP or to sell or assign its Amazon-related business to another DSP or any other third party, please reach out directly to the Amazon On-Road Director for your region, as well as [amzlcompliance@amazon.com](mailto:amzlcompliance@amazon.com) to notify Amazon of your intentions and seek Amazon's approval. All requests must be in writing and received by Amazon in advance of the proposed sale or assignment.

Thank you for your attention to this matter.

Regards,  
Amazon Compliance

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
Morgan Lewis & Bockius, LLP  
300 S Grand Ave Fl 22, Los Angeles CA 90071-3132

A true and correct copy of the foregoing document entitled (*specify*): Amazon Logistics, Inc.'s Opposition to Application for Temporary Restraining Order and Declarations of James Wilson and Richard W. Esterkin in Support Thereof

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) \_\_\_\_\_, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 10/28/2019, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Hon. Julia W. Brand, Suite 1382  
U.S. Bankruptcy Court, Roybal Federal Building  
255 E Temple St, Los Angeles CA 90012

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/28/2019 Renee Robles  
Date Printed Name

  
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.